

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020 (213) 351-5602

June 9, 2009

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First District
MARK RIDLEY-THOMAS
Second District
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Third District
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Fifth District

Board of Supervisors

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

REQUEST TO APPROVE THE CONTRACTS WITH LOCAL UNIVERSITIES
FOR THE PROVISION OF STAFF TRAINING AND
MASTER OF SOCIAL WORK INTERNSHIP PROGRAM SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This is to request your Board's approval to authorize the Director of the Department of Children and Family Services (DCFS), or her designee, to execute the contracts with California State Los Angeles University Auxiliary Services, Inc. (CSULA), California State University, Long Beach Foundation (CSULB), The University Corporation [for California State University, Northridge] (CSUN), The Regents of the University of California (UCLA), The University of Southern California (USC), and California State University, Dominguez Hills Foundation (CSUDH), for the provision of staff training and Master of Social Work (MSW) Internship Program services, beginning July 1, 2009, or date of execution, whichever is later, through June 30, 2012.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve contracts with six (6) local universities through their delegate Fiscal Agents: 1) CSULA, 2) CSULB, 3) CSUN, 4) UCLA, 5) USC, and 6) CSUDH, and delegate authority to the Director of the DCFS, or her designee, to execute the contracts in substantially similar form to those contained in Attachment One, for the provision of staff training and MSW Internship Program services for the period from July 1, 2009 through June 30, 2012. The total annual cost for the contracted services with CSULA, CSULB, CSUN, UCLA, USC, and CSUDH is \$8,309,000 and a total cost of the six contracts for the three-year period is \$24,927,000, and will be financed using 75% federal revenue (\$18,695,250), 17.5% State (\$4,362,225), and 7.5% net County cost (NCC) (\$1,869,525). With the required in-kind match of \$6,794,000 from all the contractors except for USC, the total cost being spent on the contracted

services for the three-year contract term is \$31,721,000. Sufficient funding is included in the Fiscal Year (FY) 2009-10 Proposed County Budget.

2. Delegate authority to the Director of DCFS, or her designee, to execute amendments with CSULA, CSULB, CSUN, UCLA, USC, and CSUDH to increase or decrease their maximum contract amounts by no more than ten percent (10%) per year of the original Maximum Annual Contract Sum during the term of each of the contracts to accommodate increases or decreases in units of service provided: (a) the amendments do not include cost of living adjustments, (b) sufficient funding is available for increases, (c) County Counsel and the Chief Executive Officer (CEO) approval is obtained prior to executing the amendments, and (d) the Director of DCFS notifies your Board and the CEO in writing that an amendment(s) has/have been executed within ten (10) workdays of the amendment's execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current contracts with UCLA, CSULB, CSULA, CSUN, CSUDH, and USC expire on June 30, 2009. Approval of the new contracts will allow the County to continue to provide extensive training and professional development program to ensure that staff at all levels are equipped to carry out federal, State, and County mandates related to child protection, foster-care placement, permanency and adoption and effectively engage and work with the children and families serve by DCFS towards improved outcomes. The training program also includes a MSW internship program designed to produce highly skilled professionals to meet the challenges of child welfare band to best serve children and families.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principle of the Countywide Strategic Plan, Goal No. 1, Operational Effectiveness, to ensure that service delivery system are efficient, effective and goal-oriented, and Goal No. 2, Children, Family, and Adult Well-Being. The recommended actions will enhance DCFS employees' knowledge and skills in performing their duties in order to improve the well being of children and families in Los Angeles County in good health, economic well-being, safety and survival, social and emotional well-being, and educational and workforce readiness.

FISCAL IMPACT/FINANCING

The term of the new contracts with UCLA, CSULB, CSULA, CSUN, CSUDH, and USC is effective from July 1, 2009 through June 30, 2012. The annual contract cost with CSULA, CSULB, CSUN, UCLA, USC, and CSUDH is \$8,309,000, with a total three year cost of \$24,927,000, and will be financed using 75% federal revenue (\$18,695,250), 17.5% State (\$4,362,225), and 7.5% NCC (\$1,869,525).

Additionally, pursuant to Title IV-E federal funding provisions, public universities are required to provide a minimum 25% in-kind match. USC, a private university, is not required by federal guidelines to provide in-kind contributions to public child welfare agencies. A total annual in-kind match amongst the five public universities (UCLA, CSULB, CSULA, CSUN, and CSUDH) is \$2,264,667, for a total of in-kind match \$6,794,000 for the three-year period. The total cost being spent on the contracted services with the six universities (UCLA, CSULB, CSULA, CSUN, CSUDH, and USC) for the three year period is \$31,721,000. Sufficient funding is included in the Fiscal Year 2009-10 Proposed County Budget.

The total cost for three years and the total cost per year for each contractor are listed in TABLE 1 below and are subject to adjustment in accordance with the County's Cost of Living Adjustments (COLA) policy.

TABLE 1 (Numbers are in dollars)

(
YEAR	CSULB	UCLA	CSUDH	CSULA	CSUN	usc	TOTAL
1	1,758,000	2,582,000	341,000	1,772,000	341,000	1,515,000	8,309,000
2	1,758,000	2,582,000	341,000	1,772,000	341,000	1,515,000	8,309,000
3	1,758,000	2,582,000	341,000	1,772,000	341,000	1,515,000	8,309,000
TOTAL	5,274,000	7,746,000	1,023,000	5,316,000	1,023,000	4,545,000	24,927,000

The amounts of in-kind matching funds are listed in TABLE 2 below and may be subject to adjustment if the County's COLA policy is applied.

TABLE 2 (Numbers are in dollars)

YEAR	CSULB	UCLA	CSUDH	CSULA	CSUN	TOTAL
1	586,000	860,666	113,666	590,666	113,666	2,264,664
2	586,000	860,667	113,667	590,667	113,667	2,264,668
3	586,000	860,667	113,667	590,667	113,667	2,264,668
TOTAL	1,758,000	2,582,000	341,000	1,772,000	341,000	6,794,000

The total cost of the contracts including an in-kind match is listed in TABLE 3 below and may be subject to adjustment if the County's COLA policy is applied.

TABLE 3 (Numbers are in dollars)

					,		
YEAR	CSULB	UCLA	CSUDH	CSULA	CSUN	USC	TOTAL
1	2,344,000	3,442,666	454,666	2,362,666	454,666	1,515,000	10,573,664
2	2,344,000	3,442,667	454,667	2,362,667	454,667	1,515,000	10,573,668
3	2,344,000	3,442,667	454,667	2,362,667	454,667	1,515,000	10,573,668
TOTAL	7,032,000	10,328,000	1,364,000	7,088,000	1,364,000	4,545,000	31,721,000

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The six universities, UCLA, CSULB, CSULA, CSUN, CSUDH, and USC are members of a collaborative entitled the Inter-University Consortium (IUC). Participating universities collaborate and coordinate activities to provide consistent program services under separate contracts. UCLA oversees the IUC.

The proposed contract term with IUC members is for the period from July 1, 2009 through June 30, 2012. The IUC offers MSW program and in-service training services within the County of Los Angeles. The MSW program includes professional in-service training and advanced instructional programs in the field of child welfare services. The training integrates Federal, State, and local laws, DCFS policies and procedures, governmental training mandates, and ongoing updates of child welfare related policies that might affect training deliverables. In addition, IUC provides in-service training that is specifically designed for DCFS employees. The contracts with CSULA, UCLA, USC, and CSULB provide both DCFS staff training and an MSW Internship training program while CSUDH and CSUN contracts only provide an MSW internship training program.

The contractors agree to meet County's insurance requirements including County approval of any self-insurance programs. The contracts include mutual indemnification language, which was discussed and cleared with CEO Risk Management. The Department's position is that the benefit of contracting with these existing providers outweighs the potential risk posed by the mutual indemnification.

The Invoice and Payments provision in the contracts allows the contractors to reallocate up to ten percent (10%) of the Maximum Annual Contract Sum between line item budget categories. In addition, the Statement of Work (SOW) of each contract allows DCFS to change and revise the training deliverables with each contract and between contracts in order to meet the changing training needs of the Department. The total annual cost for each contract or the total cost for the three year contract term will not increase or decrease because of such changes to the SOW.

The provisions regarding "Consideration of GAIN or GROW Participants for Employment" and "Consideration of Hiring County Employees Targeted for Layoffs or on Re-employment List" contain conditional language where "first consideration" and/or "first priority" are required that reads, "Unless prohibited by State and/or federal law." This amended language will allow the contractors to maintain compliance with laws and regulations regarding their hiring practices.

The last sentence of "Budget Reduction" provision has been amended to read "Notwithstanding such reduction, the CONTRACTOR shall continue to provide all of the services set forth in this contract until an amendment is executed to reflect a reduction of services commensurate with the reduction of the contract sum". This amended language will allow the contractors to provide the service at the level that reflects the amount of a budget reduction after an amendment is approved by the Board and is fully executed.

DCFS has determined that the Living Wage Ordinance does not apply to these contracts.

County Counsel and the CEO have reviewed the Board Letter. The contracts are approved as to form by County Counsel.

CONTRACTING PROCESS

The new contracts are procured by negotiations for the period from July 1, 2009 through June 30, 2012. DCFS negotiated the contracts in accordance with CDSS regulation 23.650.14, which allows the County to negotiate contracts with educational institutions. On January 20, 2009, DCFS notified your Board that DCFS intended to negotiate contracts with six local universities, CSULA, CSULB, CSUN, UCLA, USC, and CSUDH. DCFS requested State approval on February 25, 2009 to conduct procurement by negotiation with six (6) current Universities (Attachment Two).

The contracts include provisions that allow COLA requests in accordance with your Board's policy. DCFS will submit amendments based on qualified requests for COLA in accordance with Board policy provided: (a) sufficient funding is available to finance increases to the Maximum Annual Contract Sum; (b) County Counsel and CEO approval is obtained prior to executing any amendments; and (c) the Board and CEO are notified in writing within ten (10) workdays of execution of such amendments.

COLA will be based on the increase or decrease in the U.S. Department of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles, Riverside, and Orange County Area for the most recently published percentage change for the 12 month period preceding the contract anniversary date, which does not exceed the general salary movement granted to County employees as determined by the CEO as of each July 1 for the prior 12-month period. Furthermore, COLA will not be granted should fiscal

circumstances ultimately prevent the Board from approving any increase in County employee salaries.

IMPACT ON CURRENT SERVICES

Approval of these contracts will enable DCFS to continue providing training for MSW students who participate in the internship program for employment upon graduation and to employees' furtherance of enhancement of their knowledge and skills in the performance of their duties. In addition, it is in the best interest of the County to continue to provide these services because they are needed to assist DCFS in promoting continuing education in the field of social work and in providing ongoing inservice training to DCFS' employees to enhance performance critical for the care and well-being of children in the foster care system.

CONCLUSION

Upon approval and execution by the Board of Supervisors, it is requested that Executive Office/Clerk of the Board send an adopted copy of the Board Letter and each Contract to DCFS and the Office of County Counsel at the addresses listed below.

- Department of Children and Family Services Contracts Administration Attention: Walter Chan, Contract Manager 425 Shatto Place, Room 400 Los Angeles, California 90020
- Office of County Counsel
 Attention: Diane Cachenaut
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, California 90012

Respectfully submitted,

PATRICIA S. PLOEHN, LCSW

Director

PSP:TM:SK:CMM: WC:RML:SM:sm

Attachments (2)

c: Chief Executive Officer Acting County Counsel Executive Officer, Board of Supervisors

ATTACHMENT ONE

TRAINING SERVICES CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

NAME OF THE UNIVERSITY

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

JULY 1, 2009

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES INTER UNIVERSITY CONSORTIUM SERVICES CONTRACT

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Exhibit A-2	Performance Requirements Summary (PRS)
Exhibit A-3	Title IV-E Master's of Social Work Trainee Agreement
Exhibit A-4	Line Item Budget

EXHIBIT B: ATTACHMENTS

Attachment A CONTRACTOR's Administration

Attachment B COUNTY's Administration

Attachment C CONTRACTOR's Employee Acknowledgement and Confidentiality

Agreement

Attachment D CONTRACTOR's Non-Employee Acknowledgment and

Confidentiality Agreement

Attachment E Auditor-Controller Contract Accounting and Administration Handbook

Attachment F Charitable Contributions Certification

Attachment G Jury Service Program Certification and Los Angeles County Code

2.203 (Jury Service Program)

Attachment H CONTRACTOR's Equal Employment Opportunity (EEO) Certification

Attachment I Safely Surrendered Baby Law Fact Sheet

Attachment J Internal Revenue Notice 1015

Attachment K Community Business Enterprise Form (CBE)

Attachment L CONTRACTOR's Obligation Under the Health Insurance Portability

and Accountability Act (HIPAA)

Attachment M Contract Provisions

COUNTY OF LOS ANGELES TRAINING SERVICES

INTER UNIVERSITY CONSORTIUM (hereina	ifter referred to	as "Contract").
This Contract is made and entered into this	day of	_ 2009, by and between

County of Los Angeles hereinafter referred to as "COUNTY"

and

NAME OF UNIVERSITY hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services, and

WHEREAS, the COUNTY desires to provide training services to DCFS employees to enhance their knowledge and skills in performing their duties satisfactorily, and

WHEREAS, the COUNTY desires to provide training services to educate students enrolled in the Department of Children and Family Services (DCFS) Master of Social Work (MSW) Internship Program and prepare them for employment upon graduation; and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are by a university with an MSW Program in Los Angeles County accredited by the Commission on Accreditation of the Council of Social Work Education and is qualified to provide training services for COUNTY; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services,

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 7.0, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, A-1, A-2, A-3, and A-4, and Exhibit B, Attachments including Attachments A, B, C, D, E, F, G, H, I, J, K, L, and M set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, Exhibits and Attachments according to the following priority:

EXHIBIT A: STATEMENT OF WORK

Exhibit A-1 Inter-University Consortium (IUC) Training Schedule

Exhibit A-2 Performance Requirements Summary (PRS)

Exhibit A-3 Title IV-E Master's of Social Work Trainee Agreement

Exhibit A-4 Line Item Budget

EXHIBIT B: ATTACHMENTS

CONTRACTOR's Administration Attachment A

Attachment B COUNTY's Administration Attachment C CONTRACTOR's Employee Acknowledgement and

Confidentiality Agreement

Attachment D CONTRACTOR's Non-Employee Acknowledgment and

Confidentiality Agreement

Attachment E Auditor-Controller Contract Accounting and Administration

Handbook

Attachment F Charitable Contributions Certification

Attachment G Jury Service Program Certification and Los Angeles County

Code 2.203 (Jury Service Program)

Attachment H CONTRACTOR's Equal Employment Opportunity (EEO)

Certification

Attachment I Safely Surrendered Baby Law Fact Sheet

Attachment J Internal Revenue Notice 1015

Attachment K Community Business Enterprise Form (CBE

Attachment L CONTRACTOR's Obligation Under the Health Insurance

Portability and Accountability Act (HIPAA)

Attachment M Contract Provisions

1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. "Contract" means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- B. "CONTRACTOR" means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- C. "COUNTY" means the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.

- D. "COUNTY's Program Manager" (CPM) – means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- E. "Day" or "Days" - means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- F. "DCFS" - means COUNTY's Department of Children and Family Services
- G. "Director" - means COUNTY's Director of Children and Family Services or his or her authorized designee.
- Н. "Fiscal Year(s)" - means the twelve (12) month period beginning July 1st and ending the following June 30th.
- I. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- J. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

PARTIES TO THE CONTRACT 2.0

The parties to this Contract are the County of Los Angeles, hereinafter referred to as "COUNTY" and Name of the University, hereinafter referred to as "CONTRACTOR."

3.0 **TERM AND TERMINATION**

- 3.1 The term of this Contract shall commence on July 1, 2009, or the date of execution, whichever is later and shall continue through June 30, 2012, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 7.0, Notices, of this Contract.

4.0 CONTRACT SUM

- 4.1 COUNTY and CONTRACTOR agree that this is a cost reimbursable contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A-4, Line Item Budget.
- 4.2 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.
- 4.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 7.0, Notices, of this Contract.
- 4.4 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 4.5 The total amount payable under this Contract is ______(\$X,XXX,XXX), hereinafter referred to as "Maximum Contract Sum". The maximum amount payable under this Contract for each of the contract years shall not exceed ______ (\$X,XXX,XXX), hereinafter referred to as "Maximum Annual Contract Sum".
- 4.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be

delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit A-4, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 7.0, Changes and Amendments, CONTRACTOR shall prepare and submit an amended Budget.

5.0 **INSURANCE REQUIREMENTS**

5.1 General Insurance Requirements

> Without limiting CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

> 5.1.1 Evidence of Insurance or Comparable Self-Insurance Program: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

> > County of Los Angeles Department of Children and Family Services **Contracts Administration** Attention: Contract Administrator 425 Shatto Place, Room 400 Los Angeles, CA 90020

Such certificates or other evidence shall:

- 5.1.1.1 Specifically identify this Contract;
- 5.1.1.2 Clearly evidence all coverage required in this Contract;
- 5.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) Days in advance of cancellation for all policies evidenced on the certificate of insurance:
- 5.1.2 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los

- Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- 5.1.3 Identify any deductibles or self-insured retentions for COUNTY's The COUNTY retains the right to require the approval. CONTRACTOR to reduce or eliminate such deductibles or selfinsured retentions as they apply to the COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 5.1.4 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.
- 5.1.5 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
 - Any accident or incident relating to services performed 5.1.5.1 under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
 - 5.1.5.2 Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
 - Any injury to a CONTRACTOR employee that occurs on 5.1.5.3 COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Contract Manager.

- 5.1.5.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.
- 5.1.6 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- Requirements 5.1.7 Insurance Coverage for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:
 - 5.1.7.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
 - 5.1.7.2 CONTRACTOR providing evidence submitted Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.
- 5.2 **Insurance Coverage Requirements:**
 - 5.2.1 General Liability insurance with limits of not less than the following:

General Aggregate: \$2 million Products/Completed Operations Aggregate: \$1 million Personal and Advertising Injury: \$1 million Each Occurrence: \$1 million

- 5.2.2 Automobile Liability insurance with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."
- 5.2.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S.

Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million Disease – policy limit: \$1 million Disease – each employee: \$1 million

5.2.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

6.0 **INVOICES AND PAYMENTS**

- For work performed in accordance with the terms of this Contract as 6.1 determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred in conformance with Exhibit A-4, Line Item Budget, and in the format prescribed by the COUNTY (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs).
- 6.2 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of ten percent (10%) of the Maximum Annual Contract Sum for each year between the approved line item budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs). Any subsequent budget modifications above the ten percent (10%) maximum shall be agreed to by the parties and requested in writing by CONTRACTOR. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed as follows:

CONTRACTOR shall send budget modification requests to:

Mark Miller Department of Children and Family Services Training Division Bureau of Senior Deputy Governmental Relations Section 4024 N. Durfee Road El Monte, CA 91732

Ruby Owens Department of Children and Family Services **Education and Licensure Section Bureau of Senior Deputy** Governmental Relations Division 532 East Colorado Blvd. Pasadena, CA 91101

And a duplicate copy of the Budget modification request to:

County of Los Angeles Department of Children and Family Services Attention: Finance Division, Contract Payment Unit 425 Shatto Place, Room 204 Los Angeles, California 90020

- APPLIES TO PUBLIC UNIVERSITIES (UCLA, CSULA, CSULB, CSUN, 6.3 AND CSUDH) Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity 2 CFR 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (OMB Circular A-110), 2 CFR 220, Cost Principles for Educational Institutions and OMB Circular A-133 and the budget categories of Exhibit A-4, Line Item Budget. CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at http://www.whitehouse.gov/omb/circulars/index.html
- 6.4 APPLIES TO PRIVATE UNIVERSITIES (USC) Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with 2 CFR 220, Cost Principles for Educational Institutions and the budget categories of Exhibit A-4, Line Item Budget. CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at http://www.whitehouse.gov/omb/circulars/index.html
- 6.5 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) Days of the last day of the previous month but may be received later than thirty (30) Days at COUNTY's sole discretion as long as sufficient funds remain available under this Contract. Final invoices for each year of this agreement should be submitted within sixty (60) days after completion of each year. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit A-4, Line Item Budget.

6.6 CONTRACTOR shall submit the original monthly invoice to the DCFS Finance Office ("Finance") and one copy to the Program Manager for review and approval.

CONTRACTOR shall send original invoices to be approved to:

County of Los Angeles Department of Children and Family Services Attention: Contract Payment Unit 425 Shatto Place, Room 204 Los Angeles, California 90020

And duplicate copies of the invoices to:

Mark Miller Department of Children and Family Services Training Division **Bureau of Senior Deputy** Governmental Relations Section 4024 N. Durfee Road El Monte, CA 91732

Ruby Owens Department of Children and Family Services **Education and Licensure Section Bureau of Senior Deputy** Governmental Relations Section 532 East Colorado Blvd. Pasadena, CA 91101

- 6.7 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 6.8 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.
- 6.9 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) Days of receiving

notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) Days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

- CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 6.11 Cost of Living Adjustments (COLAs)

The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to COUNTY employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost of living adjustments will be granted.

7.0 **NOTICES**

7.1 All notices or demands required or permitted to be given or made under this Contract shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

County of Los Angeles Department of Children and Family Services Contracts Administration Attention: Contracts Administrator 425 Shatto Place, Room 400 Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to CONTRACTOR

Name of Authorized University Representative Name of University Department/Office City, State, Zip

Addresses may be changed by either party giving ten (10) Days' prior 7.2 written notice thereof to the other party.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

- 1.1 CONTRACTOR's Program Director
 - 1.1.1 CONTRACTOR's Program Director is designated in Exhibit B, Attachment A, CONTRACTOR's Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.
 - 1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Program Manager and Program Monitor on a regular basis.

1.2 Confidentiality

- 1.2.1 CONTRACTOR shall maintain the confidentiality of all records from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 1.2.2 CONTRACTOR will not consider information disclosed to it by COUNTY as confidential which: (1) is now public knowledge or subsequently becomes such through no breach of this Contract;(2) is rightfully in CONTRACTOR's possession prior to being disclosed during the course of work performed under the terms of this Contract as shown by written records; or (3) is independently developed by or for CONTRACTOR without reliance upon confidential information received from COUNTY. Further, CONTRACTOR may release confidential information when required by law.
- 1.2.3 CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in COUNTY's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

- 1.2.4 CONTRACTOR shall inform all of its directors, officers, shareholders, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 1.2.5 CONTRACTOR shall cause each employee performing services covered by this Contract who has access to confidential information to sign and adhere to Exhibit B, Attachment C, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement".
- 1.2.6 CONTRACTOR shall cause each non-employee performing services covered by this Contract who has access to confidential information to sign and adhere to Exhibit B, Attachment D, "CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement".
- 1.2.7 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 1.2.8 CONTRACTOR agrees to notify COUNTY in writing within twentyfour (24) hours of discovery of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized Confidential Information that may CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any involved the Relationship) Subcontractor in CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 1.2.9 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

2.0 ADMINISTRATION OF CONTRACT - COUNTY

- 2.1 A listing of all COUNTY Administration referenced in the following Subsections is designated in Exhibit B, Attachment B, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.
 - 2.1.1 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

2.1.2 COUNTY's Contract Program Monitor

The COUNTY Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY's Program Manager.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT AND DELEGATION

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section 4.1, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is

- an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 4.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

6.0 BUDGET REDUCTION

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by the CONTRACTOR under this Contract. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions. Notwithstanding such reduction, the CONTRACTOR shall continue to provide all of the services set forth in this Contract until an amendment is executed to reflect a reduction of services commensurate with the reduction of the contract sum.

7.0 CHANGES AND AMENDMENTS

- 7.1 The COUNTY reserves the right to initiate Change Notices that do not affect the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR and by DCFS.
- 7.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an

amendment shall be prepared and executed by the COUNTY's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

- 7.2.1 For purposes of Sub-sections 7.1 and 7.2, a change materially alters a term or condition included in this Contract if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Contract; or (3) would result in a change in the Maximum Contract Sum set forth in Part I, Section 4.0, Contract Sum, of this Contract.
- 7.2.2 Notwithstanding the provisions of Sub-sections 7.1, and 7.2, COUNTY's Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Contract which increase or decrease payments to CONTRACTOR which are commensurate with increases or decreases in the units of service being provided under this Contract under the following conditions:
 - 7.2.2.1 COUNTY's total payments to CONTRACTOR shall not increase or decrease more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Contract.
 - 7.2.2.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Contract.
 - 7.2.2.3 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Contract; and
- 7.2.3 The Director shall notify COUNTY's Board of Supervisors, Chief Administrative Officer, and County Counsel of all Contract changes, in writing, within ten (10) Days following execution of such amendment.
- 7.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be

prepared and executed by the CONTRACTOR and by Los Angeles County Board of Supervisors or the Director in the event the Director has the delegated authority to execute, after Chief Administrative Office approval.

8.0 CHILD ABUSE PREVENTION REPORTING

- 8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.
- 8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
 - 8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
 - 8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.
 - 8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors working under this Contract understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

- 9.1 Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program
 - 9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

- 9.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- 9.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program.

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 9.1, Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Section 49.0 Termination for CONTRACTOR's Default, and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

10.0 COMPLAINTS

CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of the COUNTY's Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.

11.0 COMPLIANCE WITH APPLICABLE LAWS

11.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC

- 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.
- 11.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations pertaining to such federal law and regulations include, but are not limited to compliance with the Office of Management and Budget (OMB) Circular, 2 CFR 215 Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (OMB Circular A-110) and the provisions listed in Attachment M, Contract Provisions, if applicable.
- 11.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.
- 11.1.3 (For Contracts over Ten Thousand Dollars (\$10,000) CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 11.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 11.3 CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from, or related to any violation on the part of the CONTRACTOR, or its employees, agents, or Subcontractors, of any such laws, rules, regulations, ordinances, or directives.

12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or

national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit B, Attachment H, Contractor's Equal Employment Opportunity (EEO) Certification.

13.0 COMPLIANCE WITH JURY SERVICE PROGRAM

13.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B, Attachment G, and incorporated by reference into and made a part of this Contract.

13.1.1 Written Employee Jury Service Policy

Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) Days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

13.1.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) Days or less within a 12-month period are not considered full-time

for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section 13.0. The provisions of this Sub-section 13.1.1.2 shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

- 13.1.1.3 If CONTRACTOR is not required to comply with the Jury Program when the Contract CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole that CONTRACTOR demonstrate to discretion. COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
- 13.1.1.4 CONTRACTOR's violation of this Section 13.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

14.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

15.0 CONFLICT OF INTEREST

- 15.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.
- 15.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

16.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

- 16.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position, unless prohibited by federal and/or state law. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.
- 16.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority unless prohibited by federal and/or state law.

17.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract, unless prohibited by federal and/or state law.

18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

18.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.

18.1.1 APPLIES TO PUBLIC UNIVERSITIES

Contractor shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B, Attachment E, Auditor Controller Contract Accounting and Administration Handbook. To the extent those minimum requirements conflict with requirements contained in the, 2 CFR 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (OMB Circular A-110), 2 CFR 220, Cost Principles for Educational Institutions and OMB Circular A-133, the requirement(s) contained in the Circulars shall take preference.

18.1.2 APPLIES TO PRIVATE UNIVERSITIES

Contractor shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B, Attachment E, Auditor Controller Contract Accounting and Administration Handbook. To the extent those minimum requirements conflict with requirements contained in the 2 CFR 220, Cost Principles for Educational Institutions, the requirement(s) contained in the Circulars shall take preference.

18.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

19.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 19.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 19.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 19.3 The COUNTY may debar a Contractor if the Board of Supervisors, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 19.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 19.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be

- debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 19.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 19.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 19.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 19.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 19.10 These terms shall also apply to Subcontractors of COUNTY Contractors.

20.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit B, Attachment F the COUNTY seeks to ensure that all COUNTY CONTRACTORs which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

21.0 CONTRACTOR'S WORK

- 21.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.
- 21.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

22.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

23.0 CRIMINAL CLEARANCES

23.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with

- children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.
- 23.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 23.3 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 23.4 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

24.0 EMPLOYEE BENEFITS AND TAXES

- 24.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 24.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

25.0 EMPLOYMENT ELIGIBILITY VERIFICATION

25.1 CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and

Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.

25.2 CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

26.0 EVENTS OF DEFAULT

26.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

- 26.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or
- 26.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

26.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

- 26.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;
- 26.2.2 The filing of a voluntary petition in bankruptcy;
- 26.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;
- 26.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.
- 26.3 Other Events of Default

26.3.1 Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

27.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

28.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

29.0 FORMER FOSTER YOUTH CONSIDERATION

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 17.0 and 16.0, respectively) for any such position(s) to qualified former foster youth. Former Foster Youth may access CONTRACTOR's open positions at http://www.chr.ucla.edu/tabs/framset main jobs.html.

30.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

31.0 INDEMNIFICATION

- 31.1 CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract, but only in proportion to and to the extent caused by, or resulting from, any negligent or wrongful act or omission on the part of CONTRACTOR, or any of its officers, agents or employees.
- 31.2 COUNTY shall indemnify, defend and hold harmless the CONTRACTOR, its, officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with COUNTY's acts and/or omissions arising from and/or relating to this Contract, but only in proportion to and to the extent caused by, or resulting from, any negligent or wrongful act or omission on the part of COUNTY, or any of its elected and appointed officers, agents or employees.

32.0 INDEPENDENT CONTRACTOR STATUS

- 32.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 32.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 32.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a

result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

33.0 LIQUIDATED DAMAGES

- 33.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 33.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
 - (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-2, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
 - (c) Upon giving five (5) Days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 33.3 The action noted in Sub-section 33.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the

- COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
- 33.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 33.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors <u>must register</u> in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at the following address: http://lacounty.info/doing_business/main_db.htm.

(There are underscores in the address between the words 'doing business' and 'main db'.)

35.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 36.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 36.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment H, Contractor's Equal Employment Opportunity (EEO) Certification.
- 36.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with

all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 36.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 36.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 36.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 36.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

37.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from

acquiring similar, equal, or like goods and/or services from other entities or sources.

38.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) Day, give written notice thereof, including all relevant information with respect thereto, to the other party.

39.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director of DCFS, or designee and CONTRACTOR shall resolve such dispute.

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit B, Attachment J.

41.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

42.0 PROPRIETARY RIGHTS

42.1 Except as provided in Section 42.0, COUNTY and CONTRACTOR agree that County has the right to use, modify, and change for its use, all materials, data and information on (the "Materials") developed under this Contract. CONTRACTOR in the operation of this Contract shall be in compliance and conformity with 2CFR215, Uniform Administrative Requirement for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non Profit Organizations (OMB Circular A-110). During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make

- copies thereof, and use the working papers and the information contained therein.
- 42.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 42.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary or confidential, shall be plainly and prominently marked attached to the materials by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL" or with notice of CONTRACTOR's copyright registration.
- 42.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Subsection 42.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 42.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 42.4 for:
 - 42.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 42.3;
 - 42.5.2 Any materials, data and information covered under Sub-section 42.2; and

- 42.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 42.6 CONTRACTOR shall protect the security of confidential materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 42.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 42.8 The provisions of Section 42.0 shall survive the expiration or termination of this Contract.

43.0 PUBLIC RECORDS ACT

- 43.1 Any materials submitted by CONTRACTOR, all information obtained in with the COUNTY's right to audit and connection CONTRACTOR's documents, books, and accounting records pursuant to Part II, Section 45.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seg. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 43.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

44.0 PUBLICITY

- 44.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:
 - 44.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and
 - 44.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.
- 44.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 44.0 shall apply.

45.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 45.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract subject to OMB A133.
- 45.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final

expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 45.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 45.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section 45.0 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 45.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

46.0 RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

47.0 SAFELY SURRENDERED BABY LAW

- 47.1 The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. In formation on how to receive the poster can be found on the Internet at www.babysafela.org.
- 47.2 CONTRACTOR shall notify and provide to its employees, whose duties are directly related to this Contract and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit B, Attachment I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

48.0 SUBCONTRACTING

- 48.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.
- 48.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:
 - 48.2.1 A description of the work to be performed by the Subcontractor;
 - 48.2.2 A draft copy of the proposed subcontract; and
 - 48.2.3 Other pertinent information and/or certifications requested by the COUNTY.

- 48.3 CONTRACTOR shall require that Subcontractor (s) indemnify and hold the COUNTY harmless with respect to the activities of Subcontractor (s) in the same manner and to the same degree as if such Subcontractor (s) were CONTRACTOR employees.
- 48.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 48.5 COUNTY's Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 48.6 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
 - 48.6.1 An executed Exhibit B, Attachment C, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
 - 48.6.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 5.1, Insurance Coverage Requirements, of this Contract, and
 - 48.6.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 48.7 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.
- 48.8 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 48.9 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

48.10 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

49.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 49.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Manager:
 - 49.1.1 CONTRACTOR has materially breached this Contract;
 - 49.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - 49.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 49.2 In the event COUNTY terminates this Contract in whole or in part as provided Sub-section 49.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 49.0.
- 49.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Subsection 49.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the

fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section 49.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 49.4 If, after the COUNTY has given notice of termination under the provisions of this Section 49.0, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 49.0 or that the default was excusable under the provisions of Sub-section 49.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 50.0, Termination for Convenience.
- 49.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 49.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to. the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 49.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.
 - 49.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 31.0, Indemnification.

49.6 The rights and remedies of the COUNTY provided in this Section 49.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

50.0 TERMINATION FOR CONVENIENCE

- 50.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) Days after the notice is sent.
- 50.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
 - 50.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
 - 50.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.
- 50.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Section 45.0, Record Retention and Inspection/Audit Settlement.
- 50.4 Any party to this Contract may terminate services without penalty by providing written notice to the other party in accordance with 50.1 above.

51.0 TERMINATION FOR IMPROPER CONSIDERATION

51.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

- 51.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 51.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

52.0 TERMINATION FOR INSOLVENCY

- 52.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 52.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
 - 52.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
 - 52.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR;
 - 52.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.
- 52.2 The rights and remedies of the COUNTY provided in this Section 52.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

53.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract

upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

54.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

55.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY. This provision is subject to Part II, Section 39.0, Notice of Dispute.

56.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

57.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 57.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

58.0 WARRANTY AGAINST CONTINGENT FEES

58.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

- or selling agencies maintained by the CONTRACTOR for the purpose of securing business.
- 58.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

59.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM (IF APPLICABLE)

- 59.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 59.2 COUNTY's Board of Supervisors finds that it is of benefit to the County of Los Angeles to promote and facilitate transitional job opportunities for individuals who are homeless and other individuals who have been out of work for an extended period of time. Individuals who have not worked for an extended period of time face considerable barriers when trying to reenter the workforce. Transitional employment provides people who are the hardest to employ with opportunities to develop job and social skills that are necessary to succeed in the workplace.
- 59.3 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 59.4 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 59.5 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - 59.5.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

- 59.5.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
- 59.5.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 59.6 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

60.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA), (IF APPLICABLE)

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit B, Attachment L, in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit B, Attachment L, CONTRACTOR's Obligations Under HIPAA.

61.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM, (IF APPLICABLE)

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification, which is attached as Exhibit B, Attachment K.

62.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM (If APPLICABLE)

- 62.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 62.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 62.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of

- influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 62.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 62.4.1 Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
 - 62.4.2 In addition to the amount described in Sub-Section 62.4.1, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
 - 62.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).
- 62.5 The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department and Children and Family Services and the CONTRACTOR has subscribed the same through its duly authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES		CONTRACTOR		
		Name	of Agency	
Ву:	Patricia S. Ploehn, LCSW, Director Department of Children and Family Services	Ву:		
		Name:		
		Title		
		Ву:		
		Name:		
		Title		
		1	Tax Identification Number	
BY TH ROBE By:	OVED AS TO FORM: IE OFFICE OF COUNTY COUNSEL RT KALUNIAN, Interim County Counsel athy Bramwell, Principal Deputy County	Counse	I	
	/ / /	was sed the first transfer to	37	

County of Los Angeles Department of Children and Family Services Inter University Consortium (IUC) Training Services

EXHIBIT A: STATEMENT OF WORK

NAME OF UNIVERSITY

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES INTER UNIVERSITY CONSORTIUM TRAINING SERVICES STATEMENT OF WORK

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STATEMENT OF WORK

1.0 PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

Responsiveness

Professionalism

Accountability

Compassion

Integrity

Customer Orientation

A Can-Do Attitude

Respect for Diversity

Leadership

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's five goals:

1) Operational Effectiveness 2) Children, Family, and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being:
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among

COUNTY and community leaders that making substantial improvements in integrating the COUNTY's health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goal is for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- There is no "wrong door" wherever a family enters the system is the right place.
- Families receive services tailored to their unique situations and needs.
- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, userfriendly, responsive, cohesive, efficient, professional, and accountable.
- COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction

evaluation, and revenue maximization.

- COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- · Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information

- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2.0 INTRODUCTION

- 2.1 The COUNTY has maintained an extensive training program and professional development to ensure that its executive, managerial, social work, support staff key providers, advocates and stakeholders are equipped with the knowledge, skills, attitudes and values necessary to effectively engage and work with the children and families served by the Department of Children and Family Services The training ensures staff and providers are trained and equipped to carry out current federal, state and COUNTY mandates relating to child protection, child abuse prevention, child welfare legislation, foster-care placement, permanency and adoption. The training program also includes a Master of Social Work (MSW) internship program designed to produce highly skilled professionals to meet the challenges of child welfare and to best serve children and families.
 - 2.1.1 The California Social Work Education Center (CALSWEC), under the Title IV-E MSW Program, provides financial support to full-time graduate social work students preparing for public child welfare careers for the purpose of maintaining a pool of professionally trained social workers. MSW Interns who have received, or are eligible to receive, financial support under CalSWEC's Title IV-E MSW Program will not receive a stipend under the Field Education Program of this Contract or any IUC Training Contract,

- although they may be placed in the Field Education Program at DCFS.
- 2.2 Therefore, the COUNTY entered into this Contract with "Name of University" to provide the training services specified herein. "Name of University" and other qualified local universities will operate as the Inter-University Consortium (IUC), and collectively implement and administer the training. The IUC will include, but may not be limited to the following universities (hereinafter IUC Training Contractors), who will provide training and professional development services under separate contracts:
 - University of California, Los Angeles (UCLA) School of Social Work
 - California State University at Long Beach (CSULB) Department of Social-Work;
 - California State University at Los Angeles (CSULA) Department of Social-Work; and
 - California State University at Northridge (CSUN) Department of Social-Work; and
 - University of Southern California (USC) School of Social-Work.
 - California State University at Dominguez Hills (CSUDH) Department of Social Work
- 2.3 Outcomes: The training specified herein, hereinafter referred to as the IUC Training Project, will assist DCFS to achieve the following outcomes for children:
 - 2.3.1 **Improved Permanence** by expediting the process in achieving permanency for children served by DCFS and community partners, with a particular emphasis on reunification, kinship, adoption and permanency for emancipating youth.
 - 2.3.2 **Improved Safety** 1) reducing the recurrence of abuse and/or neglect for children served by DCFS and community partners; and 2) reducing the rate of abuse and/or neglect in foster care.
 - 2.3.3 Reduced Reliance on Out of Home Care through the expansion of alternative community-based resources to allow children in greater numbers to be safely served in their own homes/communities.

- 2.4 The IUC Training Project will provide training based on Core Practice Model that supports the implementation of outcome-based programs, such as Structured Decision Making, Concurrent Planning, Points of Engagement, and Team Decision Making. Additionally, Los Angeles County has recognized the need for systemic improvements to better meet the mental health needs of children and families. To ensure that the needs of children are identified and that intensive home-based services that meet those needs and build on the strengths of caregivers and foster families are provided, the two Departments are engaged in development/implementation of a strengthened, team-based approach to service delivery that fuses practice principles from child welfare and children's mental health.
- 2.5 Services are driven by the needs of the child and preferences of the family and are addressed through a strengths based approach;
- 2.6 Services occur in a multi-agency collaborative team and are grounded in a strong community base.
- 2.7 Services offered, agencies participating, and programs generated and training provided must be responsive to cultural context.

3.0 **DEFINITIONS**

The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

- 3.1.1 "Academic Field Calendar" shall be defined as a monthly listing of the dates of various university activities, meetings, orientations, schedules that the MSW Interns, CONTRACTOR's staff, DCFS Field Instructors and others may be required to participate in during the course of an academic year.
- 3.1.2 "Advanced Training" shall be defined as training consisting of indepth knowledge, skills, and values and/or key elements of practice changes which build upon topics presented in the Core Academy, Core Enhancement, and In-Service training programs.
- 3.1.3 "ASOLVA Q-Forms" shall be defined as a computer system that collects and analyzes data. This system will serve to analyze participant reaction forms and/or training class evaluations.
- 3.1.4 "Board of Behavioral Sciences (BBS) Training" shall be defined as training for candidates to be certified as a Licensed Clinical Social Worker (LCSW) or Licensed Marriage and Family Therapist (LMFT), and for licensed DCFS staff needing to satisfy new or

- continuing education licensing educational requirements to retain their licenses.
- 3.1.5 "Case Conferencing" shall be defined as a range of activities conducted by SCSWs and CSWs that supports application of child welfare knowledge and skill to case specific situations based on unique case needs.
- 3.1.6 "Certification" shall be defined as a group of learning items that a student needs to complete to acquire a certification or be qualified in a particular technology, educational area or field.
- 3.1.7 "Child Welfare Training Center Directors" shall be defined as the CONTRACTOR's employee who manages the operation of its Child Welfare Training Center and supervise its staff.
- 3.1.8 "Child Welfare Training Center" shall be defined as the CONTRACTOR's facilities where it shall administer and manage certain IUC Training Project activities.
- 3.1.9 "Children's Social Worker (CSW)" shall be defined as an employee of DCFS with the functional job title of Children Social Worker. The CSW maintains an assigned task of case management duties over children who are under the legal jurisdiction of County of Los Angeles Dependency Court and Supervision of DCFS.
- 3.1.10 "Coaching" shall be defined as a range of skill-based, practice oriented activities that are developed, organized and/or facilitated by trainers, SCSWS, lead CSWs, designated coaches that assists participants in the application of targeted skills to direct service types of activities while receiving helpful feedback.
- 3.1.11 "Concurrent Planning" shall be defined as the process of coupling aggressive efforts to restore the family with careful planning for the possibility of adoption or other permanency options should circumstances prevent the child from returning to her/his family of origin.
- 3.1.12 "Consultant" shall be defined as a subject matter expert or professional who provides technical advice, curriculum development, direct training, opinion and/or information.
- 3.1.13 "CONTRACTOR's Anchor" shall be defined as the CONTRACTOR's training coordinator assigned to work with his/her COUNTY counterpart to coordinate and oversee the

delivery of Core Academy Training) as well as the Re-Design of Core Academy and conversion of training to include skill based coaching, mentoring and follow up in collaboration with field assigned supervisors at CONTRACTOR's site(s) as well as in DCFS offices and work-sites.

- 3.1.14 "CONTRACTOR's Field Education Manual" shall be defined as a written instructional booklet of information provided by the CONTRACTOR to the MSW Interns that includes, but is not limited to, information regarding the CONTRACTOR's academic goals, objectives, policies, roles, fieldwork expectations, evaluation, and guidelines for the fieldwork experience.
- 3.1.15 "Core Academy Diagnostic Writing Exam" shall be defined as an exam which summarizes each trainee's areas of strength and/or areas needing to be strengthened when writing an essay or report.
- 3.1.16 "Core Academy Training" shall be defined as the training, initially provided to all newly hired CSWs in the COUNTY, which consists of an orientation to County service and DCFS employment, and includes a range of training Modules designed to equip staff with the core knowledge and skills required to perform effectively as case-carrying CSWs for the COUNTY. This includes all Core Training modules as required by the California Department of Social Services Training Regulations within the required timeframes. (Reference: California Department of Social Services All County Information Notice I-66-03). Although the exact number of days and schedule may vary, Core Academy Training lasts approximately nine weeks and includes a significant number of days of actual work application in the field. The design of this Contract is that Core Academy Training is provided jointly by CONTRACTOR and the other IUC contractors in collaboration with the COUNTY and will include the targeted and strategic conversion and enhancement of core training to include curriculum designed for delivery in field based settings in collaboration with supervisors
- 3.1.17 "Core Academy Re-Design" shall be defined as revisions to Core Academy that include increased direct linkage/coordination with assigned SCSWs to insure increased transfer/application of learning and increased opportunities for skill practice, improved Level II evaluation, and the development/provision of training tools and resources for assigned SCSWs to coach/mentor staff in their assigned job duties.

- 3.1.18 "Core Enhancement Training" shall be defined as a mandatory training which builds on the Core Academy, and provides follow-up in those key practice areas that are significant training for DCFS staff that have received at least six weeks of CSW field experience.
- 3.1.19 "COUNTY'S Anchor" shall be defined as the COUNTY's training coordinator(s) assigned to work with CONTRACTOR's counterparts to manage the delivery of Core Academy Training, the Re-Design of Core Academy and conversion of training to include skill based coaching, mentoring and follow up in collaboration with field assigned supervisors at t CONTRACTOR site(s) as well as in DCFS offices and work-sites.
- 3.1.20 "COUNTY Field Education Manager" shall be defined as one of two COUNTY Program Managers responsible for the comprehensive requirements of the Field Education Program services.
- 3.1.21 "COUNTY Training Director" shall be defined as one of two COUNTY Program Managers responsible for the comprehensive requirements of the IUC Training Project services.
- 3.1.22 "Course" shall be defined as a learning subject with detailed information such as Learning Objectives, Descriptions, and Pre/Post Transfer of Learning. Courses are delivered by way of an offering.
- 3.1.23 "Cross Level Training/Learning Organization Group Training" shall be defined as trainings which specifically include staff and managers at multiple levels and across programs in DCFS and which serve to align service delivery efforts and provide shared training opportunities to acquire common knowledge and skill as related to a particular initiative, program, or practice change.
- 3.1.24 "Cross System Training" shall be defined as training provided to a combined audience of DCFS staff and other County and non-County multi-disciplinary staff working with dependent or delinquent children. The training is designed to provide knowledge, skills, and values of interest to direct service, multi-disciplinary staff to promote communication, cooperation, and professional exchange among the different professions, disciplines, practitioners, and/or agencies in the training audience.
- 3.1.25 "CSW Academy Proficiency Examination" shall be defined as an exam and assessment administered by CONTRACTOR to Core

- Academy trainees to determine the level of knowledge and skills gained in the Core Academy Training.
- 3.1.26 "DCFS Field Instructor" shall be defined as the DCFS Supervising Children's Social Worker assigned to the MSW Intern Units responsible for selecting and assigning cases to, and overseeing the casework experience including supervision, training, and evaluation of the MSW Interns during their field work experience with the Department.
- 3.1.27 "DCFS Field Unit Manual" shall be defined as a written instructional booklet of information provided by DCFS that includes, but is not limited to, information regarding DCFS Mission, vision, goals; child abuse mandated reporting requirements; DCFS basic policies including sexual harassment and confidentiality; DCFS programs and initiatives; professional standards and code of ethics; confidentiality; case management, adoptions and emergency response guidelines; and a glossary of DCFS abbreviations.
- 3.1.28 "Deliverable" shall be defined as the training requirements specified in this Statement of Work, which have been identified and listed herein by category based on training needs, and which contain one or more Modules of pertinent subject matter.
- 3.1.29 "Dependency Investigator (DI)" shall be defined as a DCFS CSW assigned to the dependency court to perform specialized investigative duties for the purpose of court ruling on child protection cases brought to the attention of the court by DCFS.
- 3.1.30 "Emergency Response (ER)" shall be defined as the DCFS section that performs in-person investigations on referrals received after normal business hours that require immediate response time, which are conducted by CSWs with ER skills to determine the existence of, or the potential for the existence of, any condition(s) which place the child or any other child in the household at risk and/or in need of services, in accordance with the Welfare & Institution Code Section 300 (a) thru (i).
- 3.1.31 "Field Education Consultant" shall be defined as the CONTRACTOR's employee responsible for consultation and instruction to Field Instructors and interns and linkage to community resources.

- 3.1.32 "Field Education Director" shall be defined as the CONTRACTOR's employee responsible for oversight of field education training, placement and program development.
- 3.1.33 "Field Education Liaison" shall be defined as the CONTRACTOR's employee who shall serve as a link between the CONTRACTOR and COUNTY to provide consultation and collaboration with CONTRACTOR's Field Education Consultant(s) and COUNTY's DCFS Field Instructor(s) to integrate University curriculum into MSW Intern Unit(s).
- 3.1.34 "Field Education Program" shall be defined as the program whereby MSW Interns receive skills and knowledge through education and training and apply it in practice while receiving a stipend as an incentive to follow through with the program to become qualified social workers for the COUNTY
- 3.1.35 "Human Services Aide" shall be defined as a classification of staff that work under the technical and administrative supervision of professional staff and assist in providing specialized program and client related assistance and support to DCFS children and families.
- 3.1.36 "In-Service Training" shall be defined as training provided to DCFS staff with varying assignments and levels of experience. In-Service Training provides knowledge, skills, and values that are identified by representatives of the training audience as well as by COUNTY and CONTRACTOR.
- 3.1.37 "Inter-University Consortium (IUC)" shall be defined as a collaborative partnership among qualified graduate social work programs from local southern California universities who independently and/or collectively collaborate with the COUNTY to develop, implement and administer Deliverables for the IUC Training Program, in accordance with their individual and separate contracts.
- 3.1.38 "Intern Training Seminars" shall be defined as classes developed in collaboration with the IUC, and sponsored and presented by DCFS for all MSW Interns, to enhance the learning process.
- 3.1.39 "IUC Central Office" shall be defined as the IUC Director, his/her support staff, and the location where they are housed. The IUC Central Office coordinates and facilitates program planning and training activities among the IUC Training Contractors, collects

- and analyzes training data, systematically maintains the data, and produces reports as required by COUNTY.
- 3.1.40 "IUC Director" shall be defined as the CONTRACTOR's employee who shall manage the operation of the IUC Central Office and supervise its staff.
- 3.1.41 "IUC Executive Committee" shall be defined as the Dean, Director, or Chair from each graduate IUC program in social work and the Director of DCFS. The IUC Director coordinates the IUC Executive Committee and provides staff support.
- 3.1.42 "IUC Training Contractor" shall be defined as a university that is part of the IUC who individually operates a qualified school of social work or qualified social work programs and provides IUC Training Project services under separate contract.
- 3.1.43 "IUC Training Project" shall be defined as the Inter-University Consortium training and education program specified in this Contract.
- 3.1.44 "Learning Management System" shall be defined as a web based computer system that delivers, tracks, and maintains learning. The LMS offers self registration to learners and report features for management.
- 3.1.45 "The Learning Net" shall be defined as the Learning Management System that is utilized by all county departments, specifically the Department of Children and Family Services, as mandated by the Los Angeles County Board of Supervisors. The Learning Net is maintained by the Department of Human Resources, with limited privileges to department administrators.
- 3.1.46 "Level I Evaluation" shall be defined as participant evaluations and satisfaction ratings regarding specific training Deliverables or Modules.
- 3.1.47 "Level II Evaluation" shall be defined as specific evaluation activities conducted either before, during or at the end of training to determine the level of knowledge or skill acquisition by participants.
- 3.1.48 "Management/Learning Group Organization Training" shall be defined as mandatory training for senior and middle level DCFS management staff that includes values, knowledge and skills

- reflecting the competencies necessary to perform management functions within DCFS.
- 3.1.49 "Module" shall be defined as a subject of training contained in a Training Deliverable that covers one or more specific topics and that may vary in terms of the number of units, days and/or hours.
- 3.1.50 "MSW Interns" shall be defined as Field Education Program trainees who have case carrying responsibilities under the supervision of experienced social workers and who are guided in the application and integration of the knowledge and skills gained through the Field Education Program in a direct practice setting.
- 3.1.51 "MSW Intern Units" shall be defined as case carrying units within DCFS specifically designed as field practicum instructional training units for first and second year MSW Interns preparing for a career in Public Child Welfare.
- 3.1.52 "Offering" shall be defined as an instance of a course offered on a specific date and time, or offered electronically. Offering is the new term for "class".
- 3.1.53 "Permanency Partners Program" shall be defined as a DCFS program designed to assist in securing permanent homes through adoption procedures, and adult connections for youth in foster care. The program utilizes "permanency specialist" staff to research all aspects of case background/history and establish wherever possible permanent connections for a youth, thus increasing the likelihood of achieving permanency.
- 3.1.54 "Preceptor" shall be defined as the CSW who shares his/her case with MSW Interns to enable them to gain casework experience with DCFS clients in the MSW Intern Unit.
- 3.1.55 "Pre-training Activity" shall be defined in this SOW as an activity that trainees and their respective supervisors/managers may undertake in advance of training to maximize levels of learning readiness, to build motivation and anticipation for learning for the trainee and to highlight specific expectations for a particular training.
- 3.1.56 "Point of Engagement (POE)" shall be defined as the DCFS service delivery approach, which seeks to implement a seamless and timely transfer of Emergency Response investigations to ongoing service delivery. The POE system approach incorporates community resources along with DCFS' Team Decision Making

- and Structured Decision Making tools and protocols to maximize the engagement of the family service delivery strategy in order to design a unique case plan that address the needs of at risk children and their family.
- 3.1.57 "Post-training Activity" shall be defined as an activity conducted upon completion of a Module or Deliverable that allow trainees to apply information learned or skills acquired in training to actual job related responsibilities and practices.
- 3.1.58 "Private Providers/Community Partners" shall be defined as direct service providers beyond those described in 3.31.59 and includes staff in any agency or group, whether public or private, where individuals are providing direct services to Title IV E eligible children in direct support of the child welfare agency and the outcomes it endeavors to achieve.
- 3.1.59 "Public Agency Staff" shall be defined as those staff preparing for or employed by the local agency administering the State's Title IV E plan including the public child welfare and probation departments (as the placing agencies). It also includes current or prospective foster or adoptive parents and members of state licensed or approved child care institutions providing care to foster and adopted children receiving Title IV E assistance. (Reference CFR 1356.60 and CFL 03-04-34)
- 3.1.60 "Registration Support" shall be defined as a tasks associated with registering staff for course that are not open for self registration.
- 3.1.61 "Specialized Sequence" shall be defined as the design and delivery of several related/linked training Modules across several training days. These trainings are designed for DCFS professional, supervisory, management, and support staff to ensure a common knowledge base among staff for a specific role/assignment or to support development of a new set of skills as required by a new initiative.
- 3.1.62 "Specialized Training" shall be defined as training associated with specialized job assignments and/or competencies.
- 3.1.63 "Static Assignment" shall be defined as an assignment of individuals to a curriculum or course based on any specific need defined by COUNTY.
- 3.1.64 "Structured Decision Making (SDM)" shall be defined as an array of decision-making tools and protocols incorporated in DCFS'

- assessment process. This process is designed to increase consistency at key case planning decision points and make the best possible decisions for individual cases.
- 3.1.65 "Supervising Children's Social Worker (SCSW)" shall be defined as an individual employed by the Los Angeles County Department of Children and Family Services (DCFS) to supervise DCFS Children's Social Workers.
- 3.1.66 "Team Decision Making (TDM)" shall be defined as a structured team-based approach to making informed decisions at critical junctures in a case management planning process that includes a high level of family involvement.
- 3.1.67 "Title IV-E" shall be defined as the Social Security Act (SSA) that sets forth standards for federal payments for foster care and adoption assistance including funding for the administration of staff development and training.
- 3.1.68 "Title IV-E MSW Trainee Agreement" shall be defined as the document that specifies the terms and conditions of the MSW Intern's obligation to work as a social worker for the COUNTY through employment with DCFS.
- 3.1.69 "Training Requirements" shall be defined as the number of hours (40 hours every 24 months) that CSWs and SCSWs must complete following completion of their respective Core Training requirements. For new CSWs and assigned or promoted SCSWs, the, required hours of continuing training will commence with the state fiscal year after completion of their core training. (Reference: California Department of Social Services All County Information Notice I-66-03).
- 3.1.70 "Training Steering Committee" shall be defined as regular/established workgroup that identifies priority training needs, coordinates implementation of key training initiatives within the Department and with other key public and private agency partners
- 3.1.71 "Transfer of Learning" shall be defined as specific activities built into training curriculums that are designed for trainees and their managers to undertake upon completion of training. These activities focus on the application of knowledge or skill acquired in training to the actual job environment.
- 3.1.72 "Unit Clerk/Staff Assistant" shall be defined as a CONTRACTOR employee who provides clerical support to the MSW Intern Unit(s).

4.0 COUNTY PROGRAM MANAGEMENT

- 4.1 COUNTY will appoint two COUNTY Program Managers to oversee the IUC Training Project services. One COUNTY Program Manager (hereinafter referred to as the COUNTY Training Director) will be responsible for the IUC Training Project services. The additional COUNTY Program Manager (hereinafter referred to as COUNTY Field Education Manager) will be responsible for the intern education and licensure portions of the IUC Training Project services. The COUNTY Training Director and the COUNTY Field Education Manager will be responsible for the following:
 - 4.1.1 Coordination efforts between CONTRACTOR, other IUC Training Contractors, and COUNTY to ensure that the objectives of this Contract are met;
 - 4.1.2 Provide direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
 - 4.1.3 Monitor CONTRACTOR'S performance in the operation of this Contract;
 - 4.1.4 Initiate changes in accordance with Part II, Section 7.0, Changes and Amendments, of this Contract.
- 4.2 The COUNTY Training Director will manage the IUC Training Project services to enable DCFS to accomplish its organizational and staff development goals, objectives and outcomes. The COUNTY Training Director will be responsible for the following:
 - 4.2.1 Review CONTRACTOR's monthly invoices for all IUC Training Program services, except the Field Education Program services, to ensure that training services were delivered as stated in the invoice, in accordance with this Contract.
 - 4.2.2 Develop the Statements of Work for the IUC Child Welfare Training Centers in accordance with the Contract.
 - 4.2.3 Oversee the annual and ongoing training needs assessment of DCFS managers and staff to identify and prioritize training needs for classroom and field settings.

- 4.2.4 Update the IUC Director and Child Welfare Training Center Directors regarding IUC Training Project goals, objectives, outcomes and priorities.
- 4.2.5 The COUNTY Training Director is:

Mark Miller
Department of Children and Family Services
Training Division
Bureau of Senior Deputy
Governmental Relations Section
4024 N. Durfee Road
El Monte, CA 91732
(626) 258-2031

- 4.3 The COUNTY Field Education Manager will be responsible for the Field Education Program, including the intern education and licensure portions of the IUC Training Project. Duties will include the following:
 - 4.3.1 Review CONTRACTOR's monthly invoices for services related only to the Field Education Program to ensure that training services were delivered as stated in the invoice, in accordance with this Contract.
 - 4.3.2 In collaboration with CONTRACTOR's Field Education Director, manage the Field Education Program that enables the COUNTY to recruit, train and develop MSW Interns for employment as CSWs for DCFS.
 - 4.3.3 Manages and oversees the Work Commitment Agreement executed with each MSW Intern regarding the employment obligation to DCFS.
 - 4.3.4 Oversees the development of curricula and practice preparedness of interns to learn mission goals, initiatives and strategies to achieve Department's outcomes;
 - 4.3.5 Develop policy and guidelines for the Field Education Program;
 - 4.3.6 Monitors contract Deliverables for the Field Education Program; and
 - 4.3.7 Manages and oversees the operation of the MSW Intern Units.
 - 4.3.8 The COUNTY Field Education Manager is:

Ruby Owens
Department of Children and Family Services
Education and Relations Division
Governmental Relations Section
532 East Colorado Blvd.
Pasadena, CA 91101
(626) 229-3595

5.0 SCOPE OF WORK

5.1 CONTRACTOR shall provide IUC Training Project Deliverables to trainees selected by COUNTY, as specified herein. CONTRACTOR shall provide only the specific IUC Training Project Deliverables assigned to the CONTRACTOR in Exhibit A-1, IUC Training Schedule, and in accordance with procedures formulated and adopted by the COUNTY in this Statement of Work.

5.2 <u>Training Design</u>

CONTRACTOR shall collaborate with COUNTY to ensure that all IUC Training Project Deliverables are designed to maximize the likelihood of the trainee achieving the knowledge, skills, and values learning objectives identified for a Module as well as to include opportunities for feedback to trainees within the training/learning environment.

All IUC Training Project Deliverables shall be designed to meet the outcomes described in Subparagraph 2.3 of this Statement of Work.

5.3 Trainee Selection

CONTRACTOR shall collaborate with COUNTY in designing IUC Training Project Deliverables to meet the needs of trainees in specific categories, roles, and levels of functioning within the COUNTY's organizational framework and for private providers and community partners where appropriate.

- 5.3.1 Based on the target audience for particular training, COUNTY DCFS staff may self-select and self register for training.
- 5.3.2 COUNTY may also designate and assign trainees to IUC Training Project Deliverables. COUNTY may, at its sole discretion, assign trainees to Deliverables regardless of category, role, level or function.
- 5.3.3 CONTRACTOR shall assist COUNTY with the registration of trainees.

5.4 Sites and Venues

CONTRACTOR shall conduct training sessions at sites and venues approved by COUNTY and CONTRACTOR. CONTRACTOR shall provide IUC Training Project Deliverables at sites and venues that have adequate capacity to accommodate the maximum of forty (40) trainees per training Deliverable, or for the number of trainees specified for certain Deliverables. Subject to 5.1, COUNTY, in collaboration with CONTRACTOR may change the number of trainees for any Deliverable.

CONTRACTOR shall provide the Deliverables in a classroom setting and/or through alternative methods, including, but not limited to, live or recorded digital or video media, and live or recorded web based or on-line, e-learning development and access.

5.5 <u>Trainers and Presenters</u>

CONTRACTOR shall select, in collaboration with COUNTY, all non-staff Consultants, which CONTRACTOR shall provide for IUC Training Project Deliverables.

5.6 Duration of Training

Unless specified by the COUNTY, and in collaboration with CONTRACTOR, Deliverables developed and provided by CONTRACTOR shall be one day, eight hours in length, which may vary upon notice from COUNTY to CONTRACTOR.

5.7 Elements of Training

Deliverables designated by COUNTY in collaboration with CONTRACTOR shall include the following elements:

- 5.7.1 Specific activities for pre-training preparation and support on behalf of the responsible supervisors or manager and trainee;
- 5.7.2 Specific reference to and alignment with relevant policies, laws and statutory requirements as provided by COUNTY;
- 5.7.3 Specific cross references to relevant initiatives and programs within DCFS as provided by COUNTY;
- 5.7.4 Post training Transfer of Learning activities including coaching mentoring activities and follow up for trainees and appropriate supervisors to support application; Emphasis on and adherence to

a sequence of learning which includes; Information, Modeling, Practice, Feedback and Coaching.

5.7.5 Level I and Level II Evaluation.

5.8 <u>Training Records</u>

CONTRACTOR, in coordination and collaboration with the IUC Central Office, shall maintain on file and have available for inspection by COUNTY, all IUC Training Project materials, curricula, and presenter identification and credentials, attendance and evaluation materials, and shall forward to COUNTY for review and inspection, copies of such materials, as required or requested by the COUNTY Training Director and/or COUNTY Field Education Manager. Training materials and curriculum specified by County and maintained on file shall include; learning objectives, course outline and agenda, basic content, basic trainer's notes and directions, activities to achieve learning objectives, and trainee handouts. Training materials as specified above shall be available in electronic/copy form for transmission upon County's request.

5.9 <u>Interchangeability</u>

The COUNTY reserves the right to exchange or redirect any number of training Deliverables, Modules, or tasks described herein and on Exhibit A-1, between the contracts of all IUC Training Contractors, including this Contract.

- 5.9.1 The purpose of this requirement may include, but is not limited to, accommodating unforeseen revisions in training requirements such as venues, presenters or trainers, training priorities, subject matter re-focus and emphasis, etc.
- 5.9.2 The training Deliverables, Modules, or tasks being exchanged or redirected shall be substantially similar in cost and workload.
- 5.9.3 COUNTY shall implement such revisions upon mutual agreement between the COUNTY, CONTRACTOR and the other IUC Training Contractors.

5.10 Revisions

COUNTY reserves the right to revise the Deliverables to accommodate the changing needs and requirements of the COUNTY including, but not limited to, canceling or rescheduling Deliverables or Modules due to insufficient numbers of registered trainees; and revising the quantity, content and duration or length of Deliverables or Modules.

- 5.10.1 As revisions become necessary, COUNTY, in collaboration with CONTRACTOR, will revise Exhibit A-1, IUC Training Schedule, no later than June 30th of each Contract year to reflect the actual training needs of the COUNTY for that specific period.
- 5.10.2 CONTRACTOR shall consult with COUNTY regarding any such revisions to any IUC Training Project component.
- 5.10.3 COUNTY, with input from and in collaboration with CONTRACTOR, shall have final approval regarding the objectives, content, format, and delivery of training curriculum described in this Contract.
- 5.10.4 In collaboration with CONTRACTOR, the number and length of Deliverables may be revised at the COUNTY'S request.

5.11 <u>Deliverables</u>

The IUC Training Project shall consist of the following Deliverables:

- Core Academy Training and Related Training Support(s) and Tools
- Core Enhancement Training
- Core Academy Diagnostic Writing Exam
- Human Services Aid Core Academy
- Board of Behavioral Science Examiners (BBS) Licensure Training
- Emergency Response/Dependency Investigation (ER/DI) Training
- CSW In-Service Training
- Advanced CSW In-Service Training
- Specialized CSW In-Service Training
- Specialized In-Service; Adoption
- Specialized In-Service Public Health Nursing Training
- Emergency Response Command Post/Child Protection Hotline Training
- Human Services Aide Training
- Support Staff Core Training
- SCSW Core Training
- Specialized Sequence for SCSW Training
- SCSW In-Service Training
- SCSW Advanced In-Service Training
- Management Core Training
- Specialized Sequence for Managers Training
- Management In-Service Training
- Management/Learning Organization Group Training
- Cross Level/Learning Organization Group Training
- Cross System Training

- Private Providers/Community Partners Training
- Training for Trainers
- Curriculum Development and Modification
- Field Education Program

6.0 CORE ACADEMY TRAINING (Apply to UCLA, CSULA, CSULB, and USC)

- 6.1 CONTRACTOR shall provide mandatory Core Academy Training to entry level CSW trainees to ensure that they gain the essential knowledge and skills required to fulfill CSW job responsibilities. Core Academy Training shall be standardized and based on accepted practice and expertise outlined in DCFS job specifications for children's social work.
 - 6.1.1 Contractor shall sponsor three (2) Core Academy Training Deliverables and present the Framework Module in each of these sponsored Core Academies for each year of the Contract for a total of nine (6) Core Academy Training Deliverables for the three-year term of the Contract, in accordance with Exhibit A-1, IUC Training Schedule.
 - 6.1.2 CONTRACTOR shall provide Core Academy Training Deliverables at facilities that have the capacity to accommodate a maximum of 40 trainees per Deliverable. However, in some cases, CONTRACTOR shall utilize facilities that have the capacity to accommodate more than 40 trainees per Deliverable, as determined by the COUNTY and CONTRACTOR.
 - 6.1.3 Each Core Academy Training Deliverable shall include, but shall not be limited to, the following Modules, in accordance with Exhibit A-1, IUC Training Schedule over the course of (# of days to be inserted) days.
 - 6.1.4 COUNTY may require modified Core Academy Training for trainees who are MSW graduates from one of the IUC universities, and received a Title IV-E stipend in their academic training. COUNTY and CONTRACTOR may change the number and/or content of Core Academy Training Deliverables as required.
 - 6.1.5 CONTRACTOR shall provide an anchor (CONTRACTOR's Anchor) to work with the anchor provided by the COUNTY (COUNTY's Anchor) to coordinate staffing, prepare, and facilitate each Core Academy Training Deliverable presented at CONTRACTOR's site(s) as well as in other training learning environments that may include DCFS field offices.

- 6.1.6 The COUNTY's Anchor will be responsible for: 1) managing time sheets; 2) observations and monitoring of in-class behavior; 3) consulting with Regional Office supervisors on field days; 4) obtaining observations, and/or written or verbal feedback from CONTRACTOR's Anchor; and 5) completing and signing each trainee's actual rating of performance during the period of the Core Academy Training Deliverables.
- 6.1.7 Subject to limitations of Part II, Section 32.0, Independent Contractor Status, of the Contract, and CONTRACTOR's human resource policies regarding release of information and providing employment-related references, any observations and/or verbal or written feedback provided by the CONTRACTOR's Anchor to COUNTY's Anchor for their evaluation and action shall not supersede nor replace the supervisory role and responsibilities of the COUNTY Anchor.
- 6.1.8 CONTRACTOR's Anchor, with assistance from the COUNTY's Anchor and in consultation and collaboration with guest trainers and consultants, shall provide constructive feedback to participants in the interest of maximizing their acquisition of knowledge and skills during Core Academy Training Deliverables consistent with the learning objectives/competencies targeted for each Module or class.
- 6.1.9 CONTRACTOR and COUNTY shall assist (insert the university name) evaluating the Core Academy Portfolio implementation and providing a summary report for each CSW Core Academy. Each report includes an assessment and compilation of demographic and experience levels of newly hired CSWs along with a summary of findings related to self-reported changes in core practice model skills, work products and services, and work behaviors related to the CSW's training and field day experiences. CONTRACTOR shall also summarize findings related to SCSWs ratings of CSWs through the end of the CSW's nine month probationary period. CONTRACTOR shall provide the required number of Core Academy Portfolio Implementation and Evaluation Summary Deliverables, specified in Exhibit A-1, IUC Training Schedule.
- 6.1.10 Upon completion of each Core Academy Training Deliverable sponsored by CONTRACTOR, CONTRACTOR shall assist the IUC Central Office in providing a post-test to each group of CSW trainees receiving the Core Academy Training.

- 6.1.11 Contractor shall collaborate with COUNTY on revisions to Core Academy that include increased direct linkage/coordination with assigned SCSWs to insure increased transfer/application of learning and increased opportunities for skill practice, improved Level II evaluation, and the development/provision of training tools and resources for assigned SCSWs to coach/mentor staff in their assigned job duties.
- 6.1.12 Contractor shall provide COUNTY CSWs and SCSWs with Core Consultant-Led Field Mentoring focused on the integration of classroom-based learning to case work practice. Target audiences may include recent Core Academy Graduates as well as those CSWs requesting or in need of refresher or follow up coaching based on Core Academy Training and the COUNTY's Core Practice Model. CONTRACTOR shall provide twenty (20) days of consultant-field based coaching during each year of the Contract for a total of sixty days for the three year term of the Contract in accordance with Exhibit A-1, IUC Training Schedule.

7.0 CORE ENHANCEMENT TRAINING (See Exhibit A-1)

- 7.1 CONTRACTOR shall provide to trainees (who have had work experience since completing Core Academy Training) the Core Enhancement Training, which shall be designed as an in-depth expansion of previously presented Core Academy Training subject material.
- 7.2 CONTRACTOR shall provide sixteen (16) Core Enhancement Training Deliverables per each year of the Contract for a total of forty-eight (48) for the three-year term of the Contract, in accordance with Exhibit A-1, IUC Training Schedule.
- 7.3 Each Core Enhancement Training Deliverable shall include, but shall not be limited to, the following Module:

(See Exhibit A-1)

7.3.1 COUNTY, in collaboration with CONTRACTOR, will determine any substitute Modules and/or topics for Core Enhancement Training Deliverables.

8.0 CORE ACADEMY DIAGNOSTIC WRITING EXAM (See Exhibit A-1)

- 8.1 CONTRACTOR shall provide and administer the Core Academy Diagnostic Writing Exam to all DCFS CSW trainees.
- 8.2 CONTRACTOR shall administer a minimum of __(to be inserted)__ Core Academy Diagnostic Writing Exam Deliverables per each year of the

- Contract for a total of <u>(to be inserted)</u> Core Academy Diagnostic Writing Exam Deliverables for the three-year term of the Contract, in accordance with Exhibit A-1, IUC Training Schedule.
- 8.3 CONTRACTOR shall provide a Consultant to review, correct, and provide written remarks/comments and feedback on each exam.
- 8.4 CONTRACTOR shall provide written, professional feedback to DCFS Training Unit Supervisors and trainees regarding diagnostic writing exam results which summarize each trainee's area(s) of strength or area(s) needing to be strengthened when writing an essay or report.

9.0 BOARD OF BEHAVIORAL SCIENCE EXAMINERS LICENSURE TRAINING (See Exhibit A-1)

- 9.1 CONTRACTOR shall provide Board of Behavioral Science Examiners Licensure Training (BBS Licensure Training) to 1) DCFS managers, supervisors and CSWs who are candidates to become Licensed Clinical Social Workers (LCSW) or Licensed Marriage and Family Therapists (LMFT); and 2) licensed managers, supervisors and CSWs who need to satisfy new or continuing education requirements to retain their professional licenses. With the exception of the modules listed in 9.3.2 below, BBS Licensure Training Deliverables shall support and enhance the County's efforts to better meet the mental health needs of children, adolescents, and families by integrating the components of engagement, team building, assessment, and interventions found in the Core Practice Model.
- 9.2 CONTRACTOR shall provide the required number of BBS Licensure Training Deliverables specified in Exhibit A-1 IUC Training Schedule.
- 9.3 BBS Licensure Training Deliverables shall coincide with the number of hours required by the Licensing Board, and shall include, but not be limited to, the following Modules and hours:
 - Substance Abuse (15 hours)
 - Human Sexuality (10 hours)
 - Diagnostic and Statistical Manual IV-TR (DSM IV-TR) (12 hours)
 - Law and Ethics (6 hours)
 - HIV/AIDS (7hours)
 - Aging and Long Term Care (10 hours)
 - Spousal and Partner Abuse (7 hours)
 - Psychopharmacology (6 hours)
 - Conducting Effective Clinical Supervision (15 hours)
 - Clinical Supervision Update (6 hours)

- 9.3.1 Modules for continuing education for re-licensure, as follows:
 - Children and Trauma (6 hours)
 - Co-Occurring Disorders (6 hours)
- 9.3.2 Modules for CSWs, SCSWs and Managers regarding clinical licensure examinations:
 - Preparing for the LCSW Examinations (6 hours)
 - Preparing for the MFT Examinations (6 hours)
- 9.3.3 The duration of BBS Training Deliverables shall vary in length based upon course hours required by the Board of Behavioral Sciences (BBS).

10.0 SPECIALIZED SEQUENCE: EMERGENCY RESPONSE/DEPENDENCY INVESTIGATION (ER/DI) TRAINING

- 10.1 CONTRACTOR shall host ER/DI Training, which is a specialized sequence of training designed to provide essential skills and knowledge related to the Emergency Response and Dependency Investigation functions of DCFS to COUNTY's ER/DI staff. As directed by COUNTY, ER/DI Training courses may be delivered as a sequence or as individual courses.
- 10.2 CONTRACTOR shall host two (2) five-day ER/DI Training Deliverable in each year of the Contract for a total of six ER/DI Training Deliverables hosted by the CONTRACTOR over the three-year term of the Contract.
 - 10.2.1 CONTRACTOR's hosting responsibilities shall include, but shall not be limited to, scheduling and co-facilitating the training with a designated DCFS County employee, securing a training site and/or venue and underwriting training costs for venue and equipment.
 - 10.2.2 (Option) Contractor shall collaborate with County on development and implementation of an Emergency Response Portfolio/Training Guide to assist in transfer/application of learning acquired based on ER /DI Academy Training.
- 10.3 CONTRACTOR shall provide the following training Module for a total of eight times in each year of the Contract in accordance with Exhibit A-1, IUC Training Schedule:

11.0 CSW IN-SERVICE TRAINING

- 11.1 CONTRACTOR shall provide CSW In-Service Training to trainees with varying levels of responsibility, assignments, and experience. CSW In-Service Training shall be designed as an introduction to key DCFS initiatives and service delivery innovations, and to serve as a prerequisite to the Advanced CSW In-Service Training series.
- 11.2 CONTRACTOR shall provide twenty (20) days of CSW In-Service Training Deliverables each year of the Contract, for a total of sixty (60) days of CSW In-Service Training Deliverables for the three-year term of the Contract, in accordance with Exhibit A-1, IUC Training Schedule.
- 11.3 CONTRACTOR shall collaborate with COUNTY on Modules and topics for CSW In-Service Training Deliverables, which shall include, but shall not be limited to, existing, revised and/or newly developed training Modules and topics.

12.0 ADVANCED CSW IN-SERVICE TRAINING (See Exhibit A-1)

- 12.1 CONTRACTOR shall provide to trainees Advanced CSW In-Service Training, which shall consist of in-depth subject material that builds upon the key elements of the Core Academy Training, Core Enhancement Training, and CSW In-Service Training Deliverables.
- 12.2 CONTRACTOR shall provide the required number of Advanced CSW In-Service Training Deliverables specified in Exhibit A-1 IUC Training Schedule.
- 12.3 CONTRACTOR shall collaborate with COUNTY on Modules and topics for Advanced CSW In-Service Training Deliverables, which shall include, but shall not be limited to, existing, revised, and/or newly developed training Modules and topics.

13.0 SPECIALIZED IN-SERVICE TRAINING (Apply to UCLA and USC)

13.1 CONTRACTOR, in collaboration with COUNTY and the IUC Training Contractors, shall design, develop, and provide the Specialized In-Service Training to address the needs of CSW and professional trainees in specialized job assignments within DCFS, including, but not limited to, Adoptions, Public Health Nursing, and Emergency Response Command Post/Child Protection Hotline.

13.2 Adoptions:

- 13.2.1 CONTRACTOR shall provide sixteen (16) Specialized In-Service Training-Adoptions Deliverables per each year of the Contract for a total of forty-eight (48) Deliverables for the three-year term of the Contract, in accordance with Exhibit A-1, IUC Training Schedule.
- 13.2.2 CONTRACTOR shall collaborate with COUNTY on topics for the Specialized In-Service Training-Adoptions Deliverable, which may include existing, revised, and newly developed training Modules.

13.3 Public Health Nurses:

- 13.3.1 CONTRACTOR shall develop and provide, in collaboration with IUC Training Contractor, CSULB, and Specialized In-Service Training-Public Health Nurse (PHN) for public health nurse trainees employed by DCFS and other government agencies within Los Angeles County, who are eligible to receive Title IV-E funded training.
- 13.3.2 CONTRACTOR shall provide two (2) Specialized In-Service Training-PHN Deliverables per each year of the Contract for a total of six (6) Deliverables for the three-year term of the Contract, in accordance with Exhibit A-1, IUC Training Schedule.
- 13.3.3 CONTRACTOR shall collaborate with CSULB and COUNTY on Modules and topics for Specialized In-Service Training-PHN Deliverables, which shall include, but shall not be limited to, existing, revised, and/or newly developed training Modules and topics.
- 13.4 <u>Emergency Response Command Post/Child Protection Hotline:</u> (Option)

CONTRACTOR shall provide, Specialized In-Service Training, Emergency Response Command Post/Child Protection Hotline (ERCP/CPHL) Training to prepare COUNTY staff for critical work in the COUNTY's Emergency Response Command Post and Child Protection Hotline divisions in accordance with subparagraph 5.9 of this Statement of Work, as follows:

- 13.4.1 CONTRACTOR shall provide the required number of ERCP/CPHL Training classes specified in Exhibit A-1, IUC Training Schedule, as amended.
- 13.4.2 CONTRACTOR shall collaborate with USC and COUNTY on Modules and topics for Specialized In-Service Training-

ERCP/CPHL Deliverables, which shall include, but shall not be limited to, existing, revised, and/or newly developed training Modules and topics.

13.4.3 The duration of Specialized In-Service Training-ERCP/CPHL Deliverables shall be one half day, four (4) hours in length.

13.5 <u>Human Services Aid Core Training</u>:

- 13.5.1 In collaboration with the COUNTY, CONTRACTOR shall provide to newly hired Human Services Aids within DCFS Core Training, in accordance with of this Statement of Work, as follows:
- 13.5.2 CONTRACTOR shall provide the required number of Human Services Aid Core Training classes specified in Exhibit A-1, IUC Training Schedule, as amended.
- 13.5.3 Contractor shall sponsor/provide one (1) Human Services Aid Core Academy Deliverable per each year of the Contract for a total of three (3) Deliverables for the three-year term of the Contract, in accordance with Exhibit A-1, IUC Training Schedule.
- 13.5.4 CONTRACTOR shall collaborate with COUNTY on Modules and topics for Human Services Aid Core Training Deliverables, which shall include, but shall not be limited to, existing, revised and/or newly developed training Modules and topics. The duration of each Human Services Aid Core Training shall be sixteen (16) days, eight (8) hours in length.

14.0 SUPPORT STAFF CORE TRAINING (Apply to CSULB)

CONTRACTOR shall provide to trainees that provide support functions within DCFS Support Staff Core Training, in accordance with subparagraph 5.9 of this Statement of Work, as follows:

- 14.1 CONTRACTOR shall provide the required number of Support Staff Core Training classes specified in Exhibit A-1, IUC Training Schedule, as amended.
- 14.2 CONTRACTOR shall collaborate with CSULB and COUNTY on Modules and topics for Support Staff Core Training Deliverables, which shall include, but shall not be limited to, existing, revised and/or newly developed training Modules and topics.
- 14.3 The duration of each Support Staff Core Training shall be three (3) days, eight (8) hours in length.

15.0 SCSW CORE TRAINING (Apply to CSULB)

- 15.1 CONTRACTOR shall provide SCSW Core Training to SCSWs, in accordance with subparagraph 5.9 of this Statement of Work, as follows:
 - 15.1.1 CONTRACTOR shall provide the required number of SCSW Core Training classes specified in Exhibit A-1, IUC Training Schedule.
 - 15.1.2 CONTRACTOR shall collaborate with CSULB and COUNTY on Modules and topics for SCSW Core Training Deliverables, which shall include, but shall not be limited to, existing, revised and/or newly developed training Modules and topics as well as core modules/topics required by State Training Regulations.
 - 15.1.3 The duration of SCSW Core Training Deliverables shall be fifteen (15) non-consecutive days, eight (8) hours in length.

16.0 SPECIALIZED SEQUENCE FOR SCSW TRAINING (Apply to UCLA and CSULB)

- 16.1 CONTRACTOR shall provide Specialized Sequence for SCSW Training Deliverables, which shall be designed to enhance the training provided to trainees under the SCSW Core Training Deliverable, and to support the implementation and oversight of key DCFS initiatives, and shall target and meet identified Supervisory training needs as identified throughout the terms of this Contract.
- 16.2 CONTRACTOR shall provide two (2) Specialized Sequence for SCSW Training Deliverables per each year for the Contract for a total of six (6) such Deliverables for the three-year term of the Contract, in accordance with Exhibit A-1, IUC Training Schedule.
- 16.3 CONTRACTOR shall collaborate with COUNTY on Modules and topics for Specialized Sequence for SCSW Training Deliverables, which shall include, but shall not be limited to: 1) key areas of service delivery for improved practice with related days of training; 2) skills for SCSWs to function as Team Decision Making facilitators; 3) support targeted training in conference formats and in multiple day sequences; and 4) existing, revised and/or newly developed training Modules and topics.

17.0 SCSW IN-SERVICE TRAINING (Apply to UCLA and CSULB)

17.1 CONTRACTOR shall provide SCSW In-Service Training, designed for SCSWs to acquire specific knowledge or practice skills to support implementation of key DCFS initiatives and service delivery innovations,

and to serve as a prerequisite to the Advanced SCSW In-Service Training Deliverables.

- 17.1.1 CONTRACTOR shall provide seven (7) SCSW In-Service Training Deliverables per each year of the Contract for a total of twenty-one (21) SCSW In-Service Training Deliverables for the three-year term of the Contract, in accordance with Exhibit A-1, IUC Training Schedule.
- 17.2 CONTRACTOR shall collaborate with COUNTY on Modules and topics for SCSW In-Service Training Deliverables.

18.0 SCSW ADVANCED IN-SERVICE TRAINING

- 18.1 CONTRACTOR shall provide SCSW Advanced In-Service Training, which shall build on key elements of the SCSW Core Training, and SCSW In-Service Training Deliverables with more advanced levels of knowledge and/or skill acquisition for SCSWs.
- 18.2 CONTRACTOR shall provide three (3) SCSW Advanced In-Service Training Deliverables per each year of the Contract for a total of nine (9) SCSW Advanced In-Service Training Deliverables for the three-year term of the Contract, in accordance with Exhibit A-1, IUC Training Schedule.
- 18.3 CONTRACTOR shall collaborate with COUNTY on Modules and topics for SCSW Advanced In-Service Training Deliverables. SCSW Advanced In-Service Training shall be one eight-hour day in length.

19.0 MANAGEMENT CORE TRAINING (Apply to CSULA)

- 19.1 CONTRACTOR shall provide Management Core Training to ensure a common management vision and knowledge base among DCFS managers, in accordance with subparagraph 5.9 of this Statement of Work, as follows:
 - 19.1.1 CONTRACTOR shall provide the required number of Management Core Training Deliverables specified in Exhibit A-1, IUC Training Schedule.
 - 19.1.2 CONTRACTOR shall collaborate with CSULA and the COUNTY on Modules and topics for Management Core Training Deliverable, which shall include, but shall not be limited to, existing, revised and/or newly developed Modules and topics.
 - 19.1.3 The duration of each Management Core Training Deliverable shall be eight (8) non-consecutive eight-hour days of training.

20.0 SPECIALIZED SEQUENCE FOR MANAGERS TRAINING (Apply to CSULA)

- 20.1 CONTRACTOR shall provide Specialized Sequence for Managers Training Deliverables, which is designated to build upon the Management Core Training Deliverables, support implementation and oversight of key DCFS initiatives, and be targeted to meet DCFS management training needs, as identified by the COUNTY, in accordance with subparagraph 5.9 of this Statement of Work, as follows:
 - 20.1.1 CONTRACTOR shall provide the required number of Specialized Sequence for Managers Training Deliverables specified in Exhibit A-1, IUC Training Schedule.
 - 20.1.2 CONTRACTOR shall collaborate with CSULA and COUNTY on Modules and topics for Specialized Sequence for Managers Training Deliverables, which shall include, but shall not be limited to: 1) key areas of management, leadership and administration for improved practice with related days of training; 2) support targeted training in conference formats and in multiple day sequences; and 3) existing, revised and/or newly developed Modules and topics.

21.0 MANAGEMENT IN-SERVICE TRAINING (Apply to CSULA)

- 21.1 CONTRACTOR shall provide Management In-Service Training Deliverables in accordance with subparagraph 5.9 of this Statement of Work, as follows:
 - 21.1.1 CONTRACTOR shall provide the required number of Management In-Service Training Deliverables specified in Exhibit A-1, IUC Training Schedule.
 - 21.1.2 COUNTY, in consultation with representative DCFS manager workgroups, will collaborate with CSULA and CONTRACTOR on Modules and topics for Management In-Service Training Deliverables.
 - 21.1.3 The duration of each Management In-Service Training Deliverable shall be one (1) eight-hour day of training.

22.0 MANAGEMENT/LEARNING ORGANIZATION GROUP TRAINING

22.1 CONTRACTOR shall provide Management/Learning Group Organization Training (Management LOG Training) that includes values, knowledge, and skills reflecting the competencies necessary to perform public service management functions within DCFS. COUNTY considers Management

- LOG Training as mandatory for senior and middle level DCFS management staff.
- 22.2 CONTRACTOR shall provide one (1) Management LOG Training Deliverable per each year of the Contract for a total of three (3) Management LOG Training Deliverables for the three-year term of the Contract, in accordance with Exhibit A-1, IUC Training Schedule.
- 22.3 CONTRACTOR shall accommodate up to two hundred and fifty (250) senior and middle level management staff. Participants may include the DCFS Director and the Executive Council.
- 22.4 CONTRACTOR shall collaborate with COUNTY on delivery approaches for Management LOG Training Deliverables based on Modules and topics developed in consultation with the DCFS Director and the DCFS' executive management.

23.0 CROSS LEVEL/LEARNING ORGANIZATION GROUP TRAINING

- 23.1 CONTRACTOR shall provide Cross Level/Learning Organization Training (Cross Level LOG Training) to trainees at multiple levels and across DCFS programs to align service delivery efforts and provide shared training opportunities for such trainees to gain new knowledge or shared skills.
- 23.2 CONTRACTOR shall provide one (1) Cross Level LOG Training Deliverable per each year of the Contract for a total of three (3) Cross Level LOG Training Deliverables for the three-year term of the Contract, in accordance with Exhibit A-1, IUC Training Schedule.
 - 23.2.1 CONTRACTOR shall accommodate up to one hundred (100) staff trainees for each Cross Level LOG Training Deliverable.
- 23.3 CONTRACTOR shall collaborate with COUNTY on Modules and topics for Cross Level LOG Training Deliverables, which shall include key initiatives and programs being implemented by the COUNTY.

24.0 CROSS SYSTEM TRAINING

24.1 CONTRACTOR shall provide Cross System Training designed specifically for a combined audience of County multi-disciplinary staff working with DCFS and/or Probation children to align service delivery efforts and provide shared environments for gaining shared knowledge and learning shared skills.

- 24.2 CONTRACTOR shall provide one (1) Cross System Training Deliverable per each year of the Contract for a total of three (3) Cross System Training Deliverables for the three-year term of the Contract, in accordance with Exhibit A-1, IUC Training Schedule.
 - 24.2.1 Contractor shall accommodate up to seventy-five (75) staff trainees for each Cross System Training Deliverable.
- 24.3 CONTRACTOR shall collaborate with COUNTY on Modules and topics for Cross System Training Deliverables.
- 24.4 Private Providers/Community Partners Training CONTRACTOR shall provide training to private providers, groups and individuals providing direct services to Title IV E eligible children in direct support of the child welfare agency and the outcomes it endeavors to achieve. Training designed and delivered will support priority initiatives to align service delivery efforts and provide environments for private providers and community partners to gain essential knowledge and learning and skills.
 - 24.4.1 CONTRACTOR shall provide one (1) Private Provider/Community Partner Training Deliverables per each year of the Contract for a total of three (3) Training Deliverables for the three-year term of the Contract, in accordance with Exhibit A-1, IUC Training Schedule.
 - 24.4.2 Contractor shall accommodate up to seventy-five (75) staff trainees for each Private Providers/Community Partners Training Deliverable.
 - 24.4.3 CONTRACTOR shall collaborate with COUNTY on Modules and topics for Private Providers/Community Partners Training Deliverables.
 - 24.4.4 CONTRACTOR shall collaborate with COUNTY on Modules and topics for Private Providers/Community Partners Training Deliverables.

25.0 TRAINING FOR TRAINERS

25.1 CONTRACTOR, in collaboration with COUNTY and another IUC Training CONTRACTOR, shall develop the Training for Trainers Deliverable to provide IUC trainers, consultants and DCFS Training staff with knowledge and skill development as needed to improve the effectiveness of training that is developed and delivered to selected trainees.

- 25.2 CONTRACTOR in collaboration with another IUC TRAINING CONTRACTOR shall provide one-half (0.5) of a Training for Trainers Deliverable per each year of the Contract for a total of one and one-half (1.5) Training for Trainers Deliverables for the three-year term of the Contract, in accordance with Exhibit A-1, IUC Training Schedule.
- 25.3 CONTRACTOR shall collaborate with COUNTY on Modules and topics for Training for Trainers Deliverables.

26.0 CURRICULUM DEVELOPMENT AND MODIFICATION

- 26.1 The COUNTY may direct CONTRACTOR to research, develop, convert, or modify curriculum or training related tools and supports based on COUNTY needs. COUNTY in collaboration with CONTRACTOR may exchange or redirect training Deliverables, Modules, or tasks described herein from deliverable trainings to curriculum development or modification efforts; to be reflected on Exhibit A-1.
- 26.2 The purpose of this requirement may include, but is not limited to, accommodating unforeseen revisions in training requirements, training, and needs, training priorities, subject matter re-focus and emphasis, etc.
- 26.3 The training Deliverables, Modules, or tasks being exchanged or redirected from direct training to curriculum development or modification shall be substantially similar in cost and workload.
- 26.4 As revisions become necessary, COUNTY, in collaboration with CONTRACTOR, will revise Exhibit A-1, IUC Training Schedule, no later than June 30th of each Contract year to reflect the actual training needs of the COUNTY for that specific period.
- 26.5 COUNTY, with input from and in collaboration with CONTRACTOR, shall have final approval regarding the objectives, content, format, training curriculum developed and described in this Contract.

27.0 FIELD EDUCATION PROGRAM

27.1 CONTRACTOR and COUNTY are partnering through this contract to implement a DCFS IUC Field Education Training program to support existing MSW Intern Units at DCFS. The DCFS IUC Field Education Program is a Title IV-E supported internship program designed to recruit and prepare MSW interns for children's social work at DCFS, enabling it to increase its employee pool of professionally trained social workers. The program includes a stipend as an incentive to secure commitment from the MSW Interns to work for the Department upon graduation.

27.2 <u>Title IV-E</u>

- 27.2.1 The California Social Work Education Center (CalSWEC) allows each county 40 MSW participants per university per year under the Title IV-E MSW Program. For Los Angeles County, CalSWEC offsets the 40 MSW participants per university by the number that participate in DCFS' Field Education Program since both programs are Title IV-E funded.
- 27.2.2 The CalSWEC Title IV-E Program and the DCFS IUC Field Education Program are separate programs. Funding for the DCFS Field Education program does not augment or supplement funding for any other university program or faculty positions. The University may place CalSWEC interns at various agencies through out the county including DCFS. However, such interns do not participate in the Field Education Program and are not obligated to commit to employment at DCFS. CalSWEC does not pay for training or services provided under this Contract.

27.3 CONTRACTOR's Field Placement Staff

CONTRACTOR shall provide field placement staff to assist in the MSW Intern Units.

- 27.3.1 CONTRACTOR shall provide two (2) full-time Field Education Consultants/Liaisons to assist the DCFS Field Instructors with the two (2) MSW Intern Units. The Field Education Consultant(s)/Liaisons shall:
 - Work collaboratively with County's full time DCFS Field Instructors:
 - Provide direct consultation to the DCFS Field Instructor, Preceptors, and students;
 - Provide group supervision to MSW interns with the DCFS Field Instructor;
 - Work with the DCFS Field Instructors to provide group work opportunities for MSW Interns within DCFS, DCFS Contractors and community agencies, to further develop clinical skills, and learn to work with professionals from other fields on behalf of clients:
 - Provide macro practice opportunities, including, but not limited to POE, TDM, SDM, that enable Interns to gain experience

- with community organizations and DCFS administration to promote learning and application of service delivery to clients;
- Provide classroom instruction and learning opportunities to integrate and expand child welfare field practice to include collaboration with multiple stakeholders and professionals from other fields;
- Be available for consultation, coaching, mentoring on a scheduled and unscheduled basis as determined by the needs of the interns and the program;
- Provide academic advisement to each MSW Intern and shall monitor their entire academic progress in the Field Education Program;
- Integrate university curriculum into the Field Education Program that links graduate schools' learning with direct practice;
- Monitor each MSW Intern's ongoing progress in the Field Education Program and mediate problems which the Field Education Instructors and Field Education Consultants identify;
- Provide a remediation plan in the event an MSW Intern's performance falls below the standard recited in Field Education Manuals; and
- Participate in the evaluation of each MSW Intern and, in consultation with the Field Education Instructors and Field Education Consultants, award each MSW Intern a course grade.
- 27.3.2 CONTRACTOR shall provide two (2) full-time unit clerks, one for each of the two MSW Intern Units, to assist with administrative and clerical duties.
- 27.4 Contractor shall provide Research Staff to work in collaboration with DCFS to collect data, provide information on program effectiveness, and project implementation as required by the program.

27.5 COUNTY's Field Placement Staff

COUNTY shall provide field placement staff to provide assistance in the MSW Intern Units.

- 27.5.1 COUNTY shall provide one (1) full-time DCFS Field Instructor for each of the two (2) MSW Intern Units for a total of two (2) DCFS Field Instructors.
 - 27.5.1.1 Each DCFS Field Instructor shall supervise up to eight (8) MSW Interns.

27.5.1.2 The DCFS Field Instructor(s) shall:

- Provide 1 (one) hour per week of individual field supervision for each MSW Intern assigned to the MSW Intern Unit, for up to eight (8) students;
- Conjointly develop, with CONTRACTOR's Field Consultant(s), training and practice materials;
- Co-facilitate group supervision;
- Facilitate the integration of DCFS initiatives, policies and programs into the Field Education practicum;
- Assist with the preparation and presentation of Intern Training Seminar(s);
- Assist and supervise second-year MSW Interns on a 24-hour weekly schedule and first-year MSW Interns on a 16-hour weekly schedule;
- Select cases and Preceptors for each MSW Intern, and provide on-going direct consultation to each Preceptor to enhance communication between Preceptors and MSW Interns; and
- Complete written evaluations for each MSW Intern, on quarterly basis as required by CONTRACTOR, and participate in evaluation meetings with the MSW Intern, Field Consultant(s/ Liaison(s).
- 27.5.1.3 COUNTY's DCFS Field Instructors shall provide direct supervision to the MSW interns. Each intern will be given case-management responsibilities, and will follow the CONTRACTOR's established schedules and guidelines during each Field Education Program training cycle.
- 27.5.1.4 The DCFS Field Instructor in collaboration with the CONTRACTOR's Field Education Consultation/liaison

shall integrate learning theory with DCFS mission, policy, procedures, program initiatives, child welfare practice methods and case management practice.

27.6 Recruitment and Selection

CONTRACTOR shall conduct recruitment activities to enable the COUNTY and CONTRACTOR to mutually select a maximum of sixteen (16) MSW Interns per each year of the Contract for a maximum of forty-eight (48) MSW Interns for the three-year term of the Contract to participate in DCFS' Field Education Program.

- 27.6.1 CONTRACTOR shall recruit within its MSW program based on CONTRACTOR's criteria, shall develop a list of interested candidates, and schedule interviews with the potential candidates.
- 27.6.2 CONTRACTOR's field education staff and DCFS Field Instructors shall interview potential candidates to determine selection for the DCFS Field Education Program.
- 27.6.3 CONTRACTOR shall provide the candidates' names with current, permanent and alternate addresses, phone/cell numbers, and email addresses to COUNTY Program Manager prior to the targeted placement date.

27.7 Screening for Employment at DCFS

COUNTY's Field Education Manager shall screen the selected candidates' information forwarded by CONTRACTOR and submit the list to DCFS' Human Resources Division for background clearances based on COUNTY's hiring standards, including, but not limited to, security (Live Scan) background checks, psychological and medical examinations.

- 27.7.1 COUNTY Program Manager will notify CONTRACTOR when selected candidates have passed the clearance process and are approved for placement in the DCFS MSW Intern Unit.
- 27.7.2 CONTRACTOR shall ensure that each approved MSW Intern signs a Title IV-E MSW Trainee Agreement (Exhibit A-3 attached to this contract). CONTRACTOR shall also ensure that each MSW Intern understands that their commitment is for one (1) year of satisfactory full-time employment at DCFS for each year in which the stipend is received. CONTRACTOR shall ensure that each Title IV-E MSW Trainee Agreement is properly completed and signed in preparation for review by the COUNTY.

- 27.7.3 CONTRACTOR shall submit all completed Title IV-E MSW Trainee Agreements along with copies of all required supporting documents, including, but not limited to, driver's license, and proof of auto insurance coverage, to COUNTY Field Education Manager prior to placement.
- 27.7.4 COUNTY's Field Education Program Manager will review each completed Title IV-E MSW Trainee Agreement to ensure that all requirements have been addressed.
- 27.7.5 Upon review and approval, COUNTY's Field Education Program Manager will forward Title IV-E MSW Trainee Agreements within fifteen (15) days after receipt from CONTRACTOR to DCFS Contracts Administration for review and submission to the Director for approval and signature.
- 27.7.6 COUNTY will return to each MSW Intern an approved copy signed by the Director of their respective Title IV-E MSW Trainee Agreement, and forward copies of all Title IV-E MSW Trainee Agreements to CONTRACTOR within forty-five (45) days of placement.

27.8 Field Placement

CONTRACTOR shall place MSW Interns in the designated MSW Intern Units within DCFS. CONTRACTOR shall issue a maximum annual stipend of \$18,500 to each MSW Intern in increments stipulated in each Title IV-E MSW Trainee Agreement.

- 27.8.1 CONTRACTOR, in collaboration with COUNTY, shall place the sixteen (16) Interns in two designated MSW Intern Units at DCFS each year of the Contract.
- 27.8.2 CONTRACTOR shall provide a CONTRACTOR's Field Education Manual to each Intern and to the DCFS Field Instructor.
- 27.8.3 One MSW Intern Unit shall be located at each of the following DCFS Regional Offices:

SPA 8 Torrance Office 2325 Crenshaw Blvd., 1st floor Torrance, CA 90501

SPA 6 Vermont Corridor Office 8300 S. Vermont Ave. 1st Floor (Ease-In Program) Los Angeles, CA 90045 27.8.4 COUNTY shall collaborate with CONTRACTOR regarding any subsequent modifications in the location(s) of the MSW Intern Units. Additionally, COUNTY shall provide thirty (30) days notice to CONTRACTOR in the event of relocation of any of the MSW Intern Units.

27.9 Program Evaluation

CONTRACTOR shall evaluate the degree of learning by the interns, the teaching effectiveness, and supervision of the DCFS Field Instructors, and the materials and tools used in the DCFS Field Education Program.

- 27.9.1 CONTRACTOR shall submit to the COUNTY Field Education Manager, and to CONTRACTOR's registrar, a brief written report with the names of MSW Interns who have successfully completed all Field Education coursework requirements. Such report shall include date of graduation; permanent, current, and alternate email and mailing addresses; and mobile, residence and work phone numbers for each MSW Intern at the end of the academic year. COUNTY shall submit the report to DCFS Human Resources for hiring purposes.
- 27.9.2 CONTRACTOR shall also submit to the COUNTY Field Education Manager the names of interns who have <u>not</u> met all Field Education coursework requirements. Such report shall include expected date of graduation; permanent, current, and alternate email and mailing addresses; and mobile, residence and work phone numbers for each MSW Intern at the end of the academic year. COUNTY shall submit the report to DCFS Human Resources for hiring and tracking purposes.
- 27.9.3 CONTRACTOR and COUNTY shall meet bi-annually to discuss the DCFS Field Education Program issues and progress. COUNTY Field Education Program Manager, in collaboration with CONTRACTOR shall develop a corrective action plan to address any issue related to compliance of Deliverables as needed.

28.0 IUC CENTRAL OFFICE (Apply to UCLA)

28.1 CONTRACTOR shall appoint an IUC Director to manage the IUC Central Office. The IUC Central Office shall coordinate and facilitate the IUC Training Project to the degree specified herein, including, but not limited to, participant reaction and Level II evaluation of training and proficiency. CONTRACTOR shall employ the IUC Director and support staff.

- 28.2 The IUC Director shall convene regular meetings of the IUC Training Center Directors, shall staff the IUC Executive Committee, and shall chair the training planning meetings. The IUC Director shall serve as liaison with DCFS for the IUC Training Project.
- 28.3 The IUC Director shall coordinate training activities among all IUC Training Contractors. The IUC Director shall review evaluation protocols, including the CSW Academy Proficiency Examination to ensure that similar data collection and reporting formats among the IUC Training Contractors are maintained.
 - 28.3.1 The IUC Central Office shall evaluate specified training including appropriate data on the following: participant reactions to training content and methods; participant reactions to training relevance; participant knowledge gain and attitude change measures.
 - 28.3.2 The IUC Central Office staff shall administer the CSW Core Training Program Proficiency Examination. The IUC Central Office shall provide test results to DCFS for all trainees attending new worker orientations sponsored by the IUC. The testing function shall continue, with test revision required as training or experience with test utility dictates.
 - 28.3.3 The IUC Central Office shall retain consultants and faculty as necessary to design the evaluation process, direct the evaluation design, develop evaluation methodologies and tools, and propose a system of implementation.
 - 28.3.4 IUC Central Office staff shall present a formal evaluation report to DCFS. The IUC Central Office and DCFS shall jointly conduct a yearly evaluation of the training program. The evaluation shall include participant responses to trainings for all IUC Training Program Deliverables and other aspects of training performance and effectiveness as mutually agreed upon by DCFS and the IUC. The formal evaluation report shall be prepared and submitted to COUNTY no later than September 30 of each year.
- 28.4 The IUC Central Office shall administer and grade a pre and post-test examination to all CSWs attending Core Academy Training. The test shall measure the extent of each trainee's mastery of the material presented in the Core Academy Training. The test shall be modified on a regular basis to reflect any changes made to the Core Academy Training curriculum. The results of the test shall be distributed to each trainee's supervisor after graduation from the Core Academy Training Class.

- 28.5 The IUC Central Office shall operate ASOLVA Q Forms. Functions will include:
 - 28.5.1 Preparation of participant training evaluation, for all IUC and DCFS Training.
 - 28.5.2 The IUC Central Office shall employ information technology staff to -direct and operate the ASOLVA Q-forms information system.
 - 28.5.3 The IUC Central Office will retain and operate the website for participant reaction data entry access and report generation under Crystal Enterprise. Operation of the website will require maintenance of servers and network to support Q-Forms.
 - 28.5.4 The IUC Central Office shall co-locate two staff at DCFS who shall, utilizing the county-operated Saba learning management system complete registration and attendance for the IUC Training Project and enter scheduled offerings and certifications of county employees.
 - 28.5.4.1 DCFS shall provide to the IUC Central Office space within DCFS offices, desks, and telephones, storage, and equipment and photocopy machine.
 - 28.5.5 The IUC Central Office shall maintain and operate a legacy data base and supporting hardware and software system for training performed before conversion to Saba until June 30, 2010.

29.0 REPORTS

CONTRACTOR shall provide to the COUNTY, on a quarterly basis, a brief written report which shall include, but may not be limited to: 1) Deliverables, such as courses, sequences of training, and core academies, completed within the past quarter and as planned for the subsequent quarter; and 2) CONTRACTOR specific program issues and updates for the IUC Training and Field Education programs, to be mutually addressed by COUNTY and CONTRACTOR in order to enhance and support the IUC Training and Field Education programs described in this Contract.

30.0 QUALITY ASSURANCE

- 30.1 The CONTRACTOR, in collaboration with COUNTY, shall ensure that the IUC Training Project requirements of this Contract are met.
 - 30.1.1 CONTRACTOR shall ensure that the quality of service performed fully meets the performance requirements set forth in this

Statement of Work and Exhibit A-2, Performance Requirements Summary.

30.1.2 CONTRACTOR shall immediately inform COUNTY of any issues that may prevent or hinder service performance.

INTER-UNIVERSITY CONSORTIUM (IUC) TRAINING SCHEDULE Training Deliverables for The Regents of the University of California (UCLA) Fiscal Years (FY) 2009-2010, 2010-2011, and 2011-2012

		Number of Units		
SOW Section	Deliverables	FY 09/10	FY 10/11	FY 11/12
6.0	CSW Core Training Modules	2	2	2
IUC Core Training Program 6.1.3	Core Module Name	Module (Days)	Units	Totals
UCLA	Appreciating Multi-Culturalism in a Child Welfare Environment/Ethnographic Interviewing:	0.5 (3.5 hours)		
UCLA	Child and Youth Development	2.0		
UCLA	Child Maltreatment Identification Module I:	1.5		
UCLA	Total Deliverable Days	4		
		Numbe	er of Delive	erables
SOW Section	Non-Core Deliverable Module Name	FY 09/10	FY 10/11	FY 11/12
		Module (Days)	Units	Totals
6.1.9	CSW Core Academy Training Portfolio/Profile	0	0	0
6.1.12	CSW Core Consultant-Led Field Mentoring	20	20	20
7.0	CSW Core Enhancement Training	16	16	16
8.0	Diagnostic Writing Exam	8	8	8
9.0	BBS Licensure	0	0	0

UCLA		Number of Deliverables			
SOW Section	Non-Core Deliverable Module Name	FY 09/10	FY 10/11	FY 11/12	
		Module (Days)	Units	Totals	
10.2	Specialized Sequence: ER/DI Academy Program Host	2	2	2	
10.3	Specialized Sequence: ER/DI Academy 1 Module	8	8	8	
11.0	CSW In-Service Training	20	20	20	
12.0	CSW Advanced In-Service Training	0	0	0	
13.2	Specialized In-Service: Adoptions Training	16	16	16	
13.3	Specialized In-Service: Public Health Nurses Training	2	2	2	
13.4	Specialized In-Service: CP/HL Training	0	0	0	
13.5	HSA Host	1	1	1	
13.5.4	HSA Modules	0	0	0	
14.0	Support Staff Core	0	0	0	
15.0	SCSW Core	0	0	0	
16.0	Specialized Sequence: SCSW Program	2	2	2	
17.0	SCSW In-Service Training	7	7	7	
18.0	SCSW Advanced In-Service Training	3	3	3	
19.0	Management Core	0	0	0	
20.0	Specialized Sequence: Management Training	0	0	0	
21.0	Management In-Service (One-Day Training)	0	0	0	

UCLA		Number of Deliverables			
	Non-Core Deliverable Module Name	FY 09/10	FY 10/11	FY 11/12	
		Module (Days)	Units	Totals	
22.0	LOG In-Service Training	1	1	1	
23.0	Cross Level Training	1	1	1	
24.0	Cross System Training	1	1	1	
24.4	Private Providers/Community Partners Training	1	1	1	
25.0	Training for Trainers: Joint Training Section/IUC (Collaborate w/ 1 Univ.)	0.5	0.5	0.5	
26.0	Curriculum Development Modification	0	0	0	
27.0	MSW Interns	16	16	16	

INTER-UNIVERSITY CONSORTIUM (IUC) TRAINING SCHEDULE

Training Deliverables for California State University, Long Beach Foundation (CSULB)
Fiscal Years (FY) 2009-2010, 2010-2011, and 2011-2012

SOW		Number of Units]
Section	Deliverables	FY 09/10	FY 10/11	FY 11/12	
6.0	CSW Core Training Modules	2	2	2	
IUC Core Training Program 6.1.3	Core Module Name	Module (Days)	Units	Totals	
CSULB	ICWA	0.5			
CSULB	Emotional Abuse	0.5			
CSULB	Structured Decision Making	2.0			
CSULB	Team Decision Making	0.5			
CSULB	Family Engagement in Case Planning	2.0			
CSULB	Adult Substance Abuse	0.5			
CSULB	Law Enforcement: Signs, Symptoms of Drug Recognition	0.5			
CSULB	Working with Gay, Lesbian, Bisexual, Trans-Gender Youth	0.5			
CSULB	Collaborating w/Kinship Families	0.5			
CSULB	CWS/CMS Days	4.0			
CSULB	Total Deliverable Days	11.5			

CSULB		Number of Deliverables		
SOW Section	Non-Core Deliverable Module Name	FY 09/10	FY 10/11	FY 11/12
		Module (Days)	Units	Totals
6.1.9	CSW Core Academy Training Portfolio/Profile	8	8	8
6.1.12	CSW Core Consultant-Led Field Mentoring	20	20	20
7.0	CSW Core Enhancement Training	8	8	8
8.0	Diagnostic Writing Exam	0	0	0
9.0	BBS Licensure (Collaborate w/ USC & CSULA)	0	0	0
10.2	Specialized Sequence: ER/DI Academy Program Host	2	2	2
10.3	Specialized Sequence: ER/DI Academy 1 Module	8	8	8
11.0	CSW In-Service Training	25	25	25
12.0	CSW Advanced In-Service Training	0	0	0
13.2	Specialized In-Service: Adoptions Training	0	0	0
13.3	Specialized In-Service: Public Health Nurses Training	2	2	2
13.4	Specialized In-Service: CP/HL Training	0	0	0
13.5	HSA Host	1	1	1
13.6	HSA Modules	8	8	8
14.0	Support Staff Core	1	1	1

CSULB		Number of Deliverables			
SOW Section	Non-Core Deliverable Module Name	FY 09/10	FY 10/11	FY 11/12	
		Module (Days)	Units	Totals	
15.0	SCSW Core	2	2	2	
16.0	Specialized Sequence: SCSW Program	2	2	2	
17.0	SCSW In-Service Training	6	6	6	
18.0	SCSW Advanced In-Service Training	7	7	7	
19.0	Management Core	0	0	0	
20.0	Specialized Sequence: Management Training	0	0	0	
21.0	Management In-Service (One-Day Training)	0	0	0	
22.0	LOG In-Service Training	1	1	1	
23.0	Cross Level Training	1	1	1	
24.0	Cross System Training	1	1	1	
24.5	Private Providers/Community Partners Training	1	1	1	
25.0	Training For Trainers: Joint Training Section/IUC	.5	.5	.5	
26.0	Curriculum Development Modification	0	0	0	
27.0	MSW Interns	16	16	16	

INTER-UNIVERSITY CONSORTIUM (IUC) TRAINING SCHEDULE

Training Deliverables for Cal State Los Angeles University Auxiliary Services, Inc (CSULA) Fiscal Years (FY) 2009-2010, 2010-2011, and 2011-2012

		Number of Units			
SOW Section	Deliverables	FY 09/10	FY 10/11	FY 11/12	
6.0	CSW Core Training Modules	2	2	2	
IUC Core Training Program 6.1.3	Core Module Name	Module (Days)	Units	Totals	
CSULA	Permanency & Placement (i.e. Concurrent Planning, MEPA, Legal Permanency, Darla Henry 's 3-5-7 Grief & Loss Model)	2.0			
CSULA	Domestic Violence	0.5			
CSULA	Introduction to Mental Health	1.0			
CSULA	Educational Rights	0.5			
CSULA	Orientation to Court	0.5			
CSULA	ICWA (with USC and CSULB) (0.5 days for each participating university; 1.5 days total for the presentation)	0.5			
CSULA	Total Deliverable Days	5.0			

CSULA		Number of Deliverables			
SOW Section	Non-Core Deliverable Module Name	FY 09/10	FY 10/11	FY 11/12	
		Module (Days)	Units	Totals	
6.1.9	CSW Core Academy Training Portfolio/Profile	0	0	0	
6.1.12	CSW Core Consultant-Led Field Mentoring	20	20	20	
7.0	CSW Core Enhancement Training	0	0	0	
8.0	Diagnostic Writing Exam	0	0	0	
9.0	BBS Licensure (collaborate with USC)	0	0	0	
10.2	Specialized Sequence: ER/DI Academy Training Program (Host)	2	2	2	
10.3	Specialized Sequence: ER/DI Academy 1 Module	8	8	8	
11.0	CSW In-Service Training	20	20	20	
12.0	CSW Advanced In-Service Training	0	0	0	
13.2	Specialized In-Service: Adoptions Training	0	0	0	
13.3	Specialized In-Service: Public Health Nurses Training	0	0	0	
13.4	Specialized In-Service: CP/HL Training	0	0	0	
13.5	HSA Host	1	1	1	
13.5.4	HSA Modules	4	4	4	
14.0	Support Staff Core	0	0	0	
15.0	SCSW Core	0	0	0	
16.0	Specialized Sequence: SCSW Program	0	0	0	

CSULA		Number of Deliverables		
SOW Section	Non-Core Deliverable Module Name	FY 09/10	FY 10/11	FY 11/12
		Module (Days)	Units	Totals
17.0	SCSW In-Service Training	0	0	0
18.0	SCSW Advanced In-Service Training	6	6	6
19.0	Management Core	2	2	2
20.0	Specialized Sequence: Management Training	8	8	8
21.0	Management In-Service (One-Day Training)	8	8	8
22.0	LOG In-Service Training	1	1	1
23.0	Cross Level Training	1	1	1
24.0	Cross System Training	1	1	1
24.4	Private Provider/Community Partners Training	1	1	1
25.0	Training for Trainers: Joint Training Section/IUC (Collaborate w/ 1 Univ.)	0.5	0.5	0.5
26.0	Curriculum Development and Modification	0	0	0
27.0	MSW Interns	16	16	16

INTER-UNIVERSITY CONSORTIUM (IUC) TRAINING SCHEDULE

Training Deliverables for University of Southern California (USC) Fiscal Years (FY) 2009-2010, 2010-2011, and 2011-2012

		Number of Units			
SOW Section	Deliverables	FY 09/10	FY 10/11	FY 11/12	
6.0	CSW Core Training Modules	2	2	2	
IUC Core Training Program 6.1.3	Core Module Name	Module (Days)	Units	Totals	
USC	Adult Development	0.5			
	Child Maltreatment Identification II: Sexual Abuse	1.5			
	Court Report Writing	1.5			
	Interviewing	1.0			
	Legal Overview	1.0			
	Notices (with County Counsel)	0.5			
	ICWA (with CSULA and CSULB) (for each participating university; 1.5 days for the presentation)	0.5			
	Total Deliverable Days	6.5			

USC		Number of Deliverables			
SOW Section	Non-Core Deliverable Module Name	FY 09/10	FY 10/11	FY 11/12	
		Module (Days)	Units	Totals	
6.1.9	CSW Core Academy Training Portfolio/Profile	0	0	0	
6.12	CSW Core Consultant-Led Field Mentoring	20	20	20	
7.0	CSW Core Enhancement Training	24	24	24	
8.0	Diagnostic Writing Exam	0	0	0	
9.0	BBS Licensure	20	20	20	
10.2	Specialized Sequence: ER/DI Academy Program Host	2	2	2	
10.3	Specialized Sequence: ER/DI Academy 1 Module	8	8	8	
11.0	CSW In-Service Training	15	15	15	
12.0	CSW Advanced In-Service Training	0	0	0	
13.2	Specialized In-Service: Adoptions Training	0	0	0	
13.3	Specialized In-Service: Public Health Nurses Training	0	0	0	
13.4	Specialized In-Service: CP/HL Training	4	4	4	
13.5	HSA Host	1	1	1	
13.5.4	HSA Modules	4	4	4	
14.0	Support Staff Core	0	0	0	
15.0	SCSW Core	0	0	0	

USC		Number of Deliverables			
SOW Section	Non-Core Deliverable Module Name	FY 09/10	FY 10/11	FY 11/12	
		Module (Days)	Units	Totals	
16.0	Specialized Sequence: SCSW Program	0	0	0	
17.0	SCSW In-Service Training	4	4	4	
18.0	SCSW Advanced In-Service Training	3	3	3	
19.0	Management Core	0	0	0	
20.0	Specialized Sequence: Management Training	0	0	0	
21.0	Management In-Service (One-Day Training)	0	0	0	
22.0	LOG In-Service Training	1	1	1	
23.0	Cross Level Training	1	1	1	
24.0	Cross System Training	1	1	1	
24.4	Private Providers/Community Partners Training	1	1	1	
25.0	Training for Trainers: Joint Training Section/IUC (Collaborate w/ 1 Univ.)	0.5	0.5	0.5	
26.0	Curriculum Development Modification	0	0	0	
27.0	MSW Interns	15	15	15	

EXHIBIT A-2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) - IUC TRAINING PROGRAM

	REQUIRED SERVICES	PERFORMANCE MEASURES	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE
1	Perform services and tasks in accordance with Exhibit A, Statement of Work (SOW).	100% of services and tasks in accordance with Exhibit A, Statement of Work (SOW).	COUNTY will review training schedules; curriculum, Modules; and monthly, quarterly, and annual reports, to determine Contract compliance.	COUNTY will notify CONTRACTOR of any event or issue of Non-compliance, in accordance with this Contract. CONTRACTOR shall immediately collaborate with COUNTY in developing an appropriate corrective action plan for each event or issue of Non-compliance. COUNTY shall make the final decision as to the CONTRACTOR's corrective action plan(s) including the timeframes that apply. The COUNTY may impose a single deduction from CONTRACTOR's invoice up to \$100 per each event or issue of Non-compliance that persists six (6) months or more after COUNTY's notification to CONTRACTOR of such Non-compliance.
2	Provide IUC Training Program Deliverables in accordance with SOW Sections 6.0 through 26.0.	As applied to Core Academy Deliverables in SOW Section 7.0, trainees, in aggregate, will demonstrate a 70% retention level based on pre and post assessment activities.	COUNTY will review pre and post assessments provided by CONTRACTOR to	
		90% of trainees demonstrate a 70% or better retention level based on pre and post assessment activities in aggregate as applied to large scale training initiatives involving five hundred (500) or more trainees across any Deliverable category.	determine trainees' level of retention of training material, as well as training schedules; curriculum and modules;	
		For 90% of all training Deliverables provided in accordance with SOW Sections 6.0 through 26.0, a 4.0 rating by participating trainees will be achieved.	and monthly, quarterly, and annual reports, and Participant Reaction Form, to determine Contract compliance.	
3	Perform the services and tasks to recruit MSW Intern candidates to fill slots at MSW Intern Units within DCFS, in accordance with Section 27.0, Field Education Program, of the SOW.	All MSW Intern Unit slots are filled pending candidates' successful completion of DCFS' screening process under section 27.5 of the SOW. COUNTY recognizes that CONTRACTOR will not have control over MSW Interns candidates' being dropped from placement due to their inability to maintain eligibility under university guidelines, nor will CONTRACTOR have control over personal or emergent situations that may cause an MSW Intern to withdraw from placement.	COUNTY will review and monitor all contract deliverables including training schedules, evaluations and monthly, quarterly, and annual reports, to determine Contract compliance.	

TITLE IV-E MASTER'S OF SOCIAL WORK TRAINEE AGREEMENT

"SAMPLE"

TITLE IV-E MASTER'S OF SOCIAL WORK TRAINEE AGREEMENT

This AGREEMENT is entered into this	day of, by and between
	County of Los Angeles (hereinafter referred to as "COUNTY")
	and
	(hereinafter referred to as ("TRAINEE")

WHEREAS, the COUNTY has identified funding through Title IV-E of the Social Security Act to provide training for persons employed by COUNTY, or preparing to be employed by COUNTY; and

WHEREAS, COUNTY desires to improve its child welfare services and enhance the skills of its employees and persons preparing for employment in the Department of Children and Family Services (DCFS); and

WHEREAS, COUNTY authorized to enter into such agreement pursuant to Title IV-E of the Social Security Act and Government Code Section 26227; and

WHEREAS, TRAINEE desires to participate in the COUNTY's Title IV-E Training Program.

NOW THEREFORE, COUNTY and TRAINEE agree:

I. ADMINISTRATION

COUNTY's Director of DCFS, or his duly authorized designee (hereafter collectively "Director"), shall have the authority to administer this Agreement on behalf of COUNTY.

II. TERM

This Agreement shall commence on the date first hereinabove written and shall continue in full force and effect until TRAINEE has fully performed all his/her duties and obligations hereunder as determined by COUNTY.

III. ATTENDANCE AT UNIVERSITY

IV.

TRAII	NEE has been accepted in, and agrees to pursue, a full time maximum
	year course of study at
	(hereafter "University"), beginning
	, 20 and ending not later than
	, 20, leading to a Master's of Social
Work/\	Welfare degree.
RESF	PONSIBILITIES OF COUNTY
COU	NTY agrees to:
1.	Assign TRAINEE enrolled in the University's Title IV-E Training Program to a field placement internship in the Department.
2.	Pre-screen TRAINEE for qualification for DCFS employment, including interview, medical and psychological examinations, and criminal clearance requirements.
3.	Provide TRAINEE with a one-time stipend during the 2020 academic year. The award will total \$18,500 (nine months) for tuition, fees (including health insurance) and living expenses. The tuition and fees of \$ will be paid directly to the University on behalf of the TRAINEE. The remaining balance of \$ will be issued to the TRAINEE in nine monthly payments during the months the TRAINEE is in field placement and will be made in equal monthly installments of \$ for the period of October, 20 through June, 20
	Should a TRAINEE elect to waive UCLA health insurance, the tuition and fees of \$ will be paid directly to the University on behalf of the TRAINEE. The remaining balance of \$ will be issued to the TRAINEE in nine monthly payments of \$ for the period of October, 20 through June, 20
4.	Work cooperatively with the University's field instructor/consultant to ensure that the University and the TRAINEE are informed of poor TRAINEE performance, and are involved in developing a solution prior to any action to suspend or terminate TRAINEE's stipend. The University Graduate Field Work Manual has a clearly defined process for cooperative work between the

- field instructor, field consultant, and university to resolve performance problems in fieldwork.
- 5. Appoint TRAINEE to a Children's Social Worker II position with DCFS after TRAINEE has graduated from University's Title IV-E Training program unless precluded by a hiring freeze, COUNTY or State Legislative budget cuts, merit system requirements or other circumstances beyond COUNTY's control. If for any of the above reasons COUNTY is precluded from offering TRAINEE employment with the COUNTY, COUNTY will release TRAINEE from his/her commitment under this Agreement.

V. <u>RESPONSIBILITIES OF TRAINEE</u>

TRAINEE agrees to:

- 1. Be pre-screened for employment and be fingerprinted and participate in the criminal clearance process. Graduate interns not certified for employment within one year of clearance as an intern must be re-screened (psychological, medical and live-scan) and cleared before being certified for hire as a DCFS employee. Any TRAINEE convicted of any crime involving harm to children will be terminated from the Title IV-E Training Program.
- Maintain satisfactory performance in the field placement and in the University's academic program. This includes providing use of automobile as necessary for field placement and having a valid driver's license and liability insurance.
- 3. Render one calendar year of continuous and satisfactory full-time employment with DCFS in a position designated by Director. Commitment for employment shall be with DCFS and does not include any other public or private child welfare agency or county agency, either in California or elsewhere. TRAINEE may be assigned to any DCFS regional office in the order or priority as established by the Director. Appointment to and continuation in all such positions shall be subject to all applicable COUNTY Civil Service rules and DCFS policies.
- 4. Report to work at assigned position within two (2) months of DCFS' receipt of verification from the registrar's office of TRAINEE'S graduation from the University with a Master's Degree (See III, Attendance at University) by DCFS. Be responsible for assuring that any outstanding obligations to the University will not prohibit the release of verification of graduation to DCFS from the Registrar's office. Upon receipt of verification of graduation to DCFS from Registrar's office, DCFS will offer employment within the designated two (2) months time frame. If DCFS is unable to provide employment within this two (2) months period, TRAINEE shall be released from further performance of this Agreement.

- 5. Repay COUNTY the total amount of the stipend paid by the COUNTY if employment is declined by TRAINEE or if academic performance as determined by University or if field placement performance as determined by DCFS, in conjunction with University, is not completed or is unsatisfactory.
- Repay COUNTY the total amount of the stipend paid by the COUNTY if the TRAINEE is convicted of a crime that would render him or her ineligible for employment at DCFS.
- 7. Repay stipend in the method detailed in Section IV. Repayment of Stipend.

VI. <u>UNSATISFACTORY PERFORMANCE</u>

Unsatisfactory performance includes poor attendance, poor field placement performance, poor academic performance, or if TRAINEE is employed by DCFS, poor work performance.

VII. SUSPENSION OF STIPEND PAYMENT

DCFS has the right to suspend or terminate stipend payments if TRAINEE is not performing satisfactorily. If DCFS decides that the TRAINEE is not performing satisfactorily because of a problem, which can be corrected, DCFS reserves the right to suspend stipend payments until problem is eliminated.

DCFS agrees to notify TRAINEE of suspension or termination of stipend prior to action.

VIII. OPTIONS TO REPAY STIPEND

- 1. If TRAINEE does not graduate at the completion of the academic year because of termination of enrollment from the University for any reason, then TRAINEE shall pay COUNTY DCFS at an agreed upon amount each month, the total stipend amount paid by COUNTY to TRAINEE during the academic year, plus interest on the unpaid balance at the rate of seven (7%) percent per annum from and after the date of termination of enrollment.
- 2. The agreed upon monthly payments shall be in an amount sufficient that the total shall be paid to COUNTY in equal monthly payments over a period not to exceed five (5) years. If TRAINEE fails, without written approval of COUNTY, to make any scheduled monthly payment, then the total stipend amount still owed becomes immediately due and payable. TRAINEE authorizes COUNTY to recover the total accrued amount still owed, plus interest, by any means provided by law. COUNTY employees who have retirement funds will be unable to withdraw these funds until the stipend is repaid or until work commitment is fulfilled.

- 3. Upon graduation, if TRAINEE fails to qualify for a Children's Social Worker II position under applicable COUNTY Civil Service rules or DCFS policies, refuses DCFS employment, voluntarily terminates DCFS employment, or is discharged under applicable COUNTY Civil Service rules, the total amount of stipend paid shall become due and payable immediately upon such failure to qualify, refusal, termination or discharge. (Failure to qualify includes failing the medical or psychological examination, the psychological interview, or the criminal clearances).
- 4. TRAINEE authorizes COUNTY DCFS to recover the accrued amount owed, plus interest, either by withholding such total sum due from any amount owed to TRAINEE for accrued unpaid earnings (if TRAINEE is employed by DCFS) or by obtaining such total due by any means provided by law. Upon COUNTY's written agreement, TRAINEE can pay the amount owed to COUNTY plus interest on the unpaid balance at the rate of seven (7%) percent per annum from and after the date of termination or graduation at an agreed upon monthly amount. If there has been a partial fulfillment of the work commitment, the amount owed will be prorated.
- 5. The agreed upon monthly payments shall be in an amount sufficient that equal monthly payments shall be paid to the COUNTY over a period not to exceed five (5) years.

IX. COUNTY'S COLLECTION CHARGES

In the event that TRAINEE fails to make any payment to COUNTY, then COUNTY in its sole discretion may charge TRAINEE for all costs to collect the total stipend amount due and TRAINEE shall pay COUNTY such collection costs as determined by COUNTY.

X. VOLUNTARY LEAVE OF ABSENCE

If TRAINEE takes a voluntary leave of absence from the training program school and delays graduation, he/she must notify DCFS and either request a "hardship" exemption that defers the work commitment for no more than one year, accept whatever Children's Social Worker position he/she is qualified for to fulfill the work commitment without delay, or repay the stipend according to repayment procedures. All voluntary leave of absences must be approved by the Director.

XI. COUNTY BUDGET CUTS

If TRAINEE's employment is terminated due to COUNTY budget cuts, then TRAINEE shall be released from further performance of this Agreement and no further repayments to COUNTY for TRAINEE's stipend shall be required.

XII. TRAINEE'S DISABILITY OR DEATH

- 1. If TRAINEE's failure to graduate from University's Title IV-E Training during the academic term or to render the applicable period of employment at DCFS for repayment of stipend to COUNTY is caused by TRAINEE's death or physical or mental disability, as certified by a licensed physician and as approved by Director, then TRAINEE or TRAINEE's estate shall be released from further performance of this Agreement and no further repayment to COUNTY for TRAINEE's stipend shall be required.
- 2. If TRAINEE's failure to graduate or render employment is caused by TRAINEE's temporary disability (including maternity leave), as certified by a licensed physician and as approved by Director, then DCFS agrees to defer work commitment as repayment of stipend for up to one year.

XIII. TITLE IV-E TRAINING INFORMATION FORM

Name:			
Home Address:			
Telephone No.: ()			
Driver's License No.: Automobile Insurance No:	State: Expiration	Date: Insurance	
Name of Insured:			
Policy No.:	Expiration Date:		
Proof of Liability Insurance Reviewed By: _		_ Date:	
Name:	·		
Address:			
Telephone Number: ()			
Name:	Relationship:		
Address:			
Telephone Number: ()			
Ethnic Identification: (Answer is Optional) $_$			
Degree Being Earned:			
Expected Date of Graduation:			
TRAINEE Signature:	Date:		

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this agreement to be subscribed by the COUNTY's Director of the Department of Children and Family Services and TRAINEE has caused this Agreement to be subscribed in his/her behalf the day, month and year first above written.

COUNTY OF LOS ANGELES
TRISH PLOEHN, LCSW, DIRECTOR Department of Children and Family Services
(TDAINEEL OLLA)
(TRAINEE's Signature)
(Print Name)

LINE ITEM BUDGET (Individualized for each university)

INTER-UNIVERSITY CONSORTIUM TRAINING SERVICES

EXHIBIT B: ATTACHMENTS

ADMINISTRATION OF CONTRACT - CONTRACTOR

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S	NAME:
CONTRACT NO.	
CONTRACTOR'S F	PROGRAM MANAGER:
Title:	
Address:	
_	
Telephone:	
Facsimile:	
E-Mail Address:	
CONTRACTOR'S A	AUTHORIZED OFFICIAL(S)
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
Notices to Contracto	or shall be sent to the following address:
Address:	
- -	

ADMINISTRATION OF CONTRACT - COUNTY COUNTY ADMINISTRATION

CONTRACT NO.	
COUNTY PROGR	AM MANAGER:
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
COUNTY CONTRA	ACT PROGRAM MONITOR:
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: CONTRACTOR shall ensure that this certification is executed and kept in employee's personnel file and must be provided to the County upon request. Work by the employee cannot begin on the Contract until this document is executed.)

Contractor Name _____ Contract No._____

GENERAL INFORMATION:

Employee Name _____

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

ATTACHMENT C

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE:	DATE:/
PRINTED NAME:	
POSITION:	

CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document. This certificate must be in compliance with the Contract, Part II, Section 42.0, PROPRIETARY RIGHTS.)

	CONTRACTOR NAME	
Contract No.		
Non-Employee Name		

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

ATTACHMENT D

Contractor Name	Contract No
Non-Employee Name	
I hereby agree that I will not divulge to any unauthorized person any work pursuant to the above-referenced contract between the above-Angeles. I agree to forward all requests for the release of any data referenced Contractor.	referenced Contractor and the County of Los
I agree to keep confidential all health, criminal, and welfare recipient recipients and/or entities receiving services from the County, design documentation, Contractor proprietary information, and all other original by me under the above-referenced contract. I agree to protect these contracts than the above-referenced Contractor or County employees who have proprietary information supplied by other County vendors is provided to	gn concepts, algorithms, programs, formats, I materials produced, created, or provided to or onfidential materials against disclosure to other a need to know the information. I agree that if
I agree to report to the above-referenced Contractor any and all violation other person of whom I become aware. I agree to return all confidential upon completion of this contract or termination of my services hereunded	al materials to the above-referenced Contractor
COPYRIGHT ASSIGNMENT AGREEMENT	
I agree that all materials, documents, software programs and document software development tools and aids, diagnostic aids, computer proconversion aids, training documentation and aids, and other information by me in whole or in part pursuant to the above referenced contract, and or derived therefrom shall be the sole property of the County. In this county in perpetuity for all purposes all my right, title, and interest in and unrestricted and exclusive copyrights, patent rights, trade secret right Whenever requested by the County, I agree to promptly execute and delidocuments requested by the County and to promptly perform all other terms of this agreement.	cessable media, source codes, object codes, and/or tools of all types, developed or acquired d all works based thereon, incorporated therein, connection, I hereby assign and transfer to the to all such items, including, but not limited to, all nts, and all renewals and extensions thereof. iver to County all papers, instruments, and other
The County shall have the right to register all copyrights in the name of right to assign, license, or otherwise transfer any and all of the Coun limited to, copyrights, in and to the items described above.	
I acknowledge that violation of this agreement may subject me to civil Los Angeles may seek all possible legal redress.	I and/or criminal action and that the County of
SIGNATURE:	DATE:/
PRINTED NAME:	
POSITION:	

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 **BASIS OF ACCOUNTING**

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- Only accruals where cash will be disbursed within six months of the accrual
 - date should be recorded.
- Recorded accruals must be reversed in the subsequent accounting period.
- 1.2 If an agent elects to use the cash basis for recording financial transactions during the year:
 - Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
 - ♦ All computations, supporting records, and explanatory notes used in

converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 ACCOUNTING SYSTEM

Each agent shall maintain a <u>double entry accounting system</u> (utilizing debits and credits)

with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
 - County payments (one per funding source)
 - o Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)

 Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A <u>Check Register</u> may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.

 Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
 - Accrual period
 - Gross pay
 - Itemized payroll deductions
 - Net pay amount
 - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal quidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary

supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks numerically
- Invoices vendor name and date
- Vouchers numerically
- Receipts chronologically
- Timecards pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices vender name and date
- Checks number
- Vouchers –number
- Revenue receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all

related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 DONATIONS AND OTHER SOURCES OF REVENUE

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 AUDITS

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

6.0 SUBCONTRACTS

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 DISBURSEMENTS

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. <u>Credit card</u> statements are not sufficient support for credit card purchases.

3.0 <u>TIMEKEEPING</u>

3.1 <u>Timecards</u>

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

<u>Limitations on Positions and Salaries</u>

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 <u>Expenses Incurred Outside the Agreement Period</u>

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 <u>Necessary, Proper and Reasonable</u>

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 <u>ALLOCATION OF COST POOLS</u>

For CONTRACTORs that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs Less: Capital expenditures	\$250,000 <u>10,000</u>
Allocable indirect costs Total agency-wide indirect salaries	240,000 \$1,000,000
Indirect cost rate (\$240,000/\$1,000,000) Program direct salaries	24% \$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are

prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

- 1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - Indirect cost rate allocation base
- 2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
- 3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 ACTIVITY

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name				
Address				
Internal Revenue Service Employer Identification Number				
California Registry of Charitable Trusts "CT" number (if applicable)				
The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to Supervision of Trustees and Fundraisers for Charitable Purposes Act whose receiving and raising charitable contributions.				
CERTIFICATION	ΥI	ES	N	0
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()
OR				
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	()	()
Signature		Dat	е	
Name and Title (please type or print)				

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

determine, in its sole discretion, whether the blade	i di proposei is excep	teu ironii tile i rogram.	
Company Name:			
Company Address:			
City:	State:	Zip Code:	
Telephone Number:			
Solicitation For (Type of Goods or Services):			

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
 - "Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
 - "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

"Contractor Employee Jury Service"

Los Angeles County Code Sections 2.203.010 through 2.203.090

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Cor	ntractor's Name		
Add	dress		
Inte	rnal Revenue Service Employer Identification Number		
	GENERAL		
con affil rega	accordance with the Section 22001, Administrative Code of the tractor, supplier, or vendor certifies and agrees that all persons iates, subsidiaries, or holding companies are and will be treated ard to or because of race, religion, ancestry, national origin or sed-discrimination laws of the United States of America and the States	s employed by suc d equally by the fir ex and in complian	ch firm, its m without
	CONTRACTOR'S CERTIFICATIO	N	
1.	The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment.	YES[]	NO[]
2.	The CONTRACTOR periodically conducts a self- analysis or utilization analysis of its work force.	YES[]	NO[]
3.	The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups.	YES[]	NO[]
4.	Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action to include establishment of goals or time tables.	YES[]	NO[]
Nar	me of Firm		
Prin	nt Name and Title		
	Authorized Signature Date		

No shame. No blame. No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.



In Los Angeles County: 1-877-BABY SAFE 1-877-222-9723 www.babysafela.org



State of California Gray Davis, Governor

Health and Human Services Agency Grantland Johnson, Secretary

Department of Social Services Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?
California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby? In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. Aparent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home. What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safety Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safety Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safety Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.



En el Condado de Los Angeles: 1-877-BABY SAFE 1-877-222-9723

www.babysafela.org



Estado de California Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos (Realth and Human Services Agency) Grantland Johnson, Secretario

Departamento de Servicios Sociales (Department of Social Services) Rita Saeru, Directora



Consejo de Supervisores del Condado de Los Angeles Gloria Molina, Supervisora, Primer Distrito Yvonne Brathwaite Burke, Supervisora, Segundo Distrito Zev Yaroslavsky, Supervisor, Tercer Distrito Don Knabe, Supervisor, Cuarto Distrito Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?
La Ley de Entrega de Bebés Sin Peligro de Catifornia permite
a los padres entregar a su reción nacido confidencialmente.
Siempre que el bebé no haya sufitido abuso ni negligencia,
padres pueden entregar a su reción nacido sin ternor a ser
arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularios. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán liamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido? En la mayorla de los casos, los padres son los que levan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?
No. El padre/madre puede llevar a su bebé en cualquier
momento, las 24 horas del día, los 7 días de la semana,
mientras que entregue a su bebé a un empleado del hospital
o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirà que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirà el bebé. Es recomendado fenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo. ¿Qué pasará con el padre/madre? Una vez que los padres hayan entregado a su bebé en forma: segura, serán libres de Irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

Notice 1015

(Rev. December 2008)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2008 are less than \$41,646 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2009.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2008 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2008 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2008 and owes no tax but is eligible for a credit of \$825, he or she must file a 2008 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2009 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2008) Cat. No. 20599I

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: <u>All Bidders/contractors must have this form on file</u> with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. <u>Non-profit firms are exempt from completing this form</u> -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

TYPE OF BUSIN	ESS STRUCTURE		le Proprietorship, etc.	. – Non-pro	ofit organizations indicate I	nere and discontinue)
TOTAL NUMBER	R OF EMPLOYEES	•		•		<u> </u>
	NIC COMPOSITIO above total number				ers, Managers, Sta ories:	off, etc.). Please
		_	NERS/ PARTNERS OCIATE PARTNER	-	MANAGERS	STAFF
Black/Africar	n American					
Hispanic/Lat	in American					
Asian Ameri						
	dian/Alaskan Na	tive				
White						
Based on th the firm:	e above catego	ories, please ir	ndicate the to	tal nur	nbers of men an	d women in
Male						
Female						
PERCENTAGE (distributed.	OF OWNERSHIP I	N FIRM Please	indicate by per	centage	e (%) how ownersh	ip of the firm is
	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN		MERICAN INDIAN/ LASKAN NATIVE	WHITE
Men	%	%	%		%	%
Women	%	%	%		%	%
ENTERPRISES	ls your firm curren	tly certified as a	minority, womer	n-owned Ilowing	DISABLED VETER, disadvantaged or and attach a copy	disabled veterans
Agency					Expiration Date	
Agency					Expiration Date	
					Expiration Date	
-	ority: W = Women:			ed Veter	•	

LAC/CBE SANCTIONS

- 1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
- 2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County Contract or project for a period of three years.
- 3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

AUTHORIZED SIGNATURE	 DATE	
Name / Title / Name of Company or Organization	 	

AGREEMENT

CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Under this Contract, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require COUNTY to enter into an agreement with CONTRACTOR in order to obtain satisfactory assurance from CONTRACTOR that CONTRACTOR will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by CONTRACTOR is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Attachment L.

1.0 DEFINITIONS

- 1.1 "<u>Disclose</u>" and "<u>Disclosure</u>" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside CONTRACTOR's internal operations, or to other than its employees.
- 1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 CFR. § 164.502(g).
- "Protected Health Information" has the same meaning as the term "protected health information" in 45 CFR. § 164.501, limited to the information created or received by CONTRACTOR from or on behalf of COUNTY. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by CONTRACTOR from or on behalf of COUNTY, or is created by CONTRACTOR, or is made accessible to CONTRACTOR by COUNTY.
- 1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of

information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.5 "Services" has the same meaning as in this Contract.
- 1.6 "<u>Use</u>" or "<u>Uses</u>" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within CONTRACTOR's internal operations.
- 1.7 Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Regulations.

2.0 OBLIGATIONS OF CONTRACTOR

- 2.1 <u>Permitted Uses and Disclosures of Protected Health Information.</u> CONTRACTOR:
 - (a) Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Attachment L;
 - (b) Shall Disclose Protected Health Information to COUNTY upon request;
 - (c) May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is required by Law.

CONTRACTOR shall not Use or Disclose Protected Health Information for any other purpose.

- 2.2 Adequate Safeguards for Protected Health Information. CONTRACTOR warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Contract. CONTRACTOR agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- 2.3 <u>Reporting Non-Permitted Use or Disclosure</u>. CONTRACTOR shall report to COUNTY each Use or Disclosure that is made by CONTRACTOR, its

employees, representatives, agents or subcontractors, but is not specifically permitted by this Contract. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the CONTRACTOR first becomes aware of the non-permitted Use or Disclosure, as follows:

Chief Information Office Privacy Officer 213-974-2166

The initial telephone report shall be followed by a full written report no later than 10 business days from the date the CONTRACTOR becomes aware of the non-permitted Use or Disclosure, and shall be sent to COUNTY's Chief Information Privacy Officer at:

Chief Information Privacy Officer Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 493 Los Angeles, CA 90012

- 2.4 <u>Mitigation of Harmful Effect</u>. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Contract.
- Availability of Internal Practices, Books and Records to Government Agencies. CONTRACTOR agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining COUNTY's compliance with the Privacy Regulations. CONTRACTOR shall immediately notify COUNTY of any requests made by the Secretary and provide COUNTY with copies of any documents produced in response to such request.
- Access to Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by COUNTY available to the Individual(s) identified by COUNTY as being entitled to access and copy that Protected Health Information. CONTRACTOR shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from COUNTY. CONTRACTOR shall provide copies of that Protected Health Information within five (5) business days after receipt of request from COUNTY.
- 2.7 <u>Amendment of Protected Health Information</u>. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested

- by COUNTY. CONTRACTOR shall make such amendment within 10 business days after receipt of request from COUNTY in order for COUNTY to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Upon COUNTY's request, CONTRACTOR shall provide to COUNTY an accounting of each Disclosure of Protected Health Information made by CONTRACTOR or its employees, agents, representatives or subcontractors. However, CONTRACTOR is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by CONTRACTOR under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, CONTRACTOR shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. CONTRACTOR shall provide to COUNTY, within 10 business days after receipt of request from COUNTY, information collected in accordance with this Subsection 2.8 to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COUNTY

3.1 Obligation of COUNTY. COUNTY shall notify CONTRACTOR of any current or future restrictions or limitations on the use of Protected Health Information that would affect CONTRACTOR's performance of the Services, and CONTRACTOR shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERMS AND TERMINATION

- 4.1 <u>Term.</u> CONTRACTOR's obligations under Sub-sections 2.1 (as modified by Sub-section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Contract.
- 4.2 <u>Termination for Cause</u>. In addition to and notwithstanding the termination provisions set forth in this Contract, upon COUNTY's knowledge of a material breach by CONTRACTOR, COUNTY shall either:
 - (a) Provide an opportunity for CONTRACTOR to cure the breach or end the violation, and terminate this Contract if CONTRACTOR does not cure the breach or end the violation within the time specified by COUNTY: or

- (b) Immediately terminate this Contract if CONTRACTOR has breached a material term of this Contract and cure is not possible; or
- (c) If neither termination or cure are feasible, COUNTY shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 <u>Disposition of Protected Health Information Upon Termination or</u> Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, CONTRACTOR shall return or destroy all Protected Health Information received from COUNTY, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information.
- (b) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make it infeasible. If return or destruction is infeasible, CONTRACTOR shall extend the protections of this Contract to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 <u>No Third Party Beneficiaries</u>. Nothing in this Contract shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 <u>Use of Subcontractors and Agents</u>. CONTRACTOR shall require each of its agents and subcontractors receiving Protected Health Information from CONTRACTOR, or creating Protected Health Information for CONTRACTOR, on behalf of COUNTY, to execute a written agreement obligating the agent or subcontractors to comply with all the terms of this Attachment L.
- 5.3 <u>Relationship to Agreement Provisions</u>. In the event that a provision of this Attachment L is contrary to any other provision of this Contract, the provision of this Attachment L shall control.
- 5.4 <u>Regulatory References</u>. A reference in this Contract to a section in the Privacy Regulations means the section as in effect or as amended.

- 5.5 <u>Interpretation</u>. Any ambiguity in this Contract shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Regulations.
- 5.6 <u>Amendment</u>. The parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Regulations.

Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

- 1. Equal Employment Opportunity All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- 4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.) Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 7. Byrd Anti-Lebbying Amendment (31 U.S.C. 1352) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 8. Debarment and Suspension (E.O.s 12549 and 12689) No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 9. Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)) Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 10. Compliance with all Federal statutes relating to nondiscrimination These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or

financing of housing; (h) EO 13166 (68 FR 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons, (i) Title VII of the Civil Rights Act of 1964, 42 U.S.C. which prohibits discrimination on the basis of religion, a religious corporation, association, educational institution or society, any other nondiscrimination provisions in the specific statute(s) made; and, (j) the requirements of any other nondiscrimination statute(s) that may apply.

- 11. Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 1508 and 7324 7328) that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 14. Compliance with environmental standards which may be prescribed to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 13738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 chseq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205), (i) restrictions for actions within a Coastal Barrier Island under the Coastal Barrier Island Resources Act (16 U.S.C. 3501 et seq.), (j) The Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6901 et seq.) which regulates the generation, transportation, treatment and disposal of hazardous wastes, (k) The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the Superfund Amendments and Reauthorization Act of 1986, and the Community Environmental Response Facilitation Act of 1992, as amended, (42 U.S.C. 9601 et seq.), and (1) The Environmental Justice in Minority Populations and Low Income Populations, EO 12898, February 11, 1994, which identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations.
- 15. Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 16. Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- 17. Compliance with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

- 18. Care and Use of Live Vertebrate Animals. Recipients must comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the acquisition, care, handling, and use in projects, and implementing regulations, 9 CFR Parts 1, 2 and 3; the Endangered Species Act (16 U.S.C. 1531 et seq.); Marine Mammal Protection Act (16 U.S.C. 1361 et seq.) taking possession, transport, purchase, sale, export or import of wildlife and plants, The Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. 4701 et seq.) ensure preventive measures are taken or that probable harm of using species in minimal if there is an escape or release, and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any U.S. Department of Commerce financial assistance award unless authorized by the Grants Officer.
- Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) that
 prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 20. Compliance with the mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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Attachment Two



County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020 (213) 351-5602

February 25, 2009

Board of Supervisors
GLORIA MOLINA
First District
MARK RIDLEY-THOMAS
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

Carleen Kistler, Chief Contracts and Financial Analysis Bureau California Department of Social Services 744 "P" Street MS – 7-747 Room 700 Sacramento, CA 95814

Dear Ms. Kistler:

REQUEST FOR APPROVAL OF A THREE-YEAR CONTRACT TERM WITH INTER-UNIVERSITY CONSORTIUM FOR SOCIAL WORK TRAINING SERVICES THROUGH PROCUREMENT BY NEGOTIATION

The County of Los Angeles (County), Department of Children and Family Services (DCFS) is requesting your approval to contract with six (6) accredited universities that offer a Master of Social Work (MSW) Program within Los Angeles County, for a three-year contract term through a procurement by negotiation from July 1, 2009 through June 30, 2012 for the provision of DCFS staff training and MSW internship program services.

The six (6) accredited universities are:

- 1) California State University, Dominguez Hills (CSUDH)
- 2) California State University, Long Beach (CSULB)
- 3) California State University, Los Angeles (CSULA)
- 4) California State University, Northridge (CSUN)
- 5) University of California, Los Angeles (UCLA)
- 6) University of Southern California (USC)

These Universities have formed a collaborative partnership entitled the Inter-University Consortium (IUC). The IUC is not a legal entity, but participating universities collaborate and coordinate activities to provide consistent program services under separate contracts. UCLA will have the responsibility of overseeing the IUC.

The County requests the following:

1. To obtain a three-year contract term via procurement by negotiation pursuant to CDSS, MPP, OP, Division 23, Chapter 621 Subsection 15.151, where Counties shall request extended contract periods in writing, and shall describe the

program and cost benefits of a longer contract. Counties shall also describe the level of competition for such contracts in their area.

- 2. To conduct procurement by negotiation with the following existing public universities: CSUDH, CSULB, CSULA, CSUN, and UCLA pursuant to California Department Social Services (CDSS), Manual of Policies and Procedures (MPP), Operations Manual (OP), Division 23, Chapter 650. Subsection 14, which allow the County to enter into contracts with public educational institutions without a competitive procurement. These universities have their funding maintained by their foundations; therefore the contracts will be between the County and the following University foundations:
 - 1) California State University, Dominguez Hills Foundation (CSUDH)
 - 2) California State University, Long Beach Foundation (CSULB)
 - 3) Cal State University Auxiliary Services, Inc. (CSULA)
 - 4) The University Corporation (CSUN)
 - 5) The Regents of the University of California (UCLA)
- 3. To conduct a procurement by negotiation contract with a private university, USC, and any other private accredited universities that offer an MSW program within the Los Angeles County for the same contract term as with the public educational institutions. This request is being made pursuant to CDSS, MPP, OP Division 23, Chapter 650 Subsection .18, where unique circumstances necessitate procurement by negotiation shall require prior CDSS approval and, when necessary, federal agency approval.
- 4. To extend the current contracts for one year, from July 1, 2009 through June 30, 2010, pursuant to CDSS, MPP, OP, Division 23, Chapter 650, Subsection .18 due to potential budget funding cuts.

Background:

The current Contracts are with each of the Universities in the IUC. The contracts with UCLA, USC, CSULA, CSULB, and CSUN are for the contract period from July 1, 2006 through June 30, 2009. The contract with CSUDH is for the contract term from July 1, 2007 through June 30, 2009. These contracts were procured by negotiation. The contracts with CSULA, UCLA, USC, and CSULB provide both DCFS staff training and an MSW Internship program while CSUDH and CSUN contracts only provide an MSW internship program.

Nature of the Services:

The IUC offers MSW program and in-service training services within the County of Los Angeles. The MSW program includes professional in-service training and advanced instructional programs in the field of child welfare services. The training integrates Federal, State, and local ordinances, DCFS policies and procedures, governmental

Ms. Carleen Kistler February 25, 2009 Page 3

training mandates, and ongoing updates of child welfare related policies that might affect training deliverables. In addition, IUC provides in-service training that is specifically designed for DCFS employees.

Justification for Requests:

Reasons to request for a three-year Contract Term:

- 1. A longer contract than the usual one-year procurement by negotiation will ensure that the IUC can continue to provide professional in-service training and advanced instructional programs in the field of child welfare services, educate and prepare MSW students for employment at DCFS.
- 2. There are savings of Federal, State, and County funds through staff salary savings that would otherwise be depleted in renegotiating a contract if an annual contract is entered in at this time. There would potentially be a cost savings of approximately \$40,000 per year.

Reasons for procurement by negotiation with existing universities:

- 1. Pursuant to Title IV-E federal funding provisions, public universities are required to provide a minimum 25% in-kind match. Therefore, contracting with IUC public universities allows the County to maximize its revenues. Private universities (such as USC), are not required to provide matching funds, however, DCFS has set aside sufficient funding to subsidize USC's matching portion. Contracting with the existing IUC universities allows DCFS to continue personnel selection from a group of trained Children Social Workers through the MSW Internship program without interrupting services. In addition, the IUC universities will be able to continue to provide training services designed to enhance DCFS employees' knowledge base and improve skills to perform their job assignments.
- 2. DCFS reviewed the State's list of Accredited Schools of Social Work and discovered that currently, there are seven (7) accredited public and private universities that offer an MSW program within the County of Los Angeles. These include the existing six (6) participating IUC universities and Azusa Pacific University (APU), which recently began to offer an MSW program. DCFS has sufficient funding to contract with the six (6) existing IUC, which includes five (5) public universities (CSULB, CSULA, CSUN, UCLA and CSUDH), and one (1) private university (USC).
- 3. The timeframe for inclusion of APU or any additional universities is not sufficient to meet the July 1, 2009 contract start date. IUC universities require adequate time to properly develop and initiate a comprehensive and applicable DCFS staff training curriculum in order to establish an effective MSW internship program.

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4. Additionally, because of budgetary constraints, DCFS cannot expand additional services or add additional contractors without an increase in funding or reducing the services to the current contractors. Currently, DCFS does not have additional funds to cover matching requirements for any new private universities, such as APU. Adding new contractors, such as APU, without an increase in funding would disrupt the continuity and destabilize ongoing services for the current IUC contractors. DCFS may potentially receive approximately \$850,000 in additional funding this fiscal year. If the additional funding becomes available, DCFS will commit to add APU or any new universities the following year beginning July 1, 2010, provided they meet all IUC eligibility criteria and have expressed interest in participating in the IUC. DCFS contacted APU and is currently working with them to determine their future interest in participating in the IUC and contracting with the County.

Reason for extending the current contracts for an additional year:

The reason for the request for an extension to the current IUC contracts is due to proposed budget funding cuts which may potentially cause an impasse with on-going negotiations.

Current and Proposed Contract Term:

The current contract term with the following universities: CSULB, CSULA, UCLA, CSUN, and USC are for three years from July 1, 2006 through June 30, 2009. The annual cost for the five (5) contracts is \$7,967,063. The term of the contract with CSUDH is from July 1, 2007 through June 30, 2009 for a Maximum Annual Contract Sum of \$340,764 and a total Maximum Contract Sum of \$681,528. The Maximum Annual Contract Sum of the six (6) current contracts is \$8,307,827 with a Maximum Contract Sum of \$24,852,717 (please refer to Attachment I for detailed information).

The current contract was procured through negotiation with contractors in accordance with CDSS regulation 23.650.14, which allows the County to enter into contracts with public educational institutions without a competitive procurement.

The proposed contract term is for three years, effective July 1, 2009 through December 31, 2012, via procurement by negotiation. The cost of the six (6) proposed contracts is approximately \$8,309,000 for each year for a total cost of \$24,927,000 for a three (3) year contract term.

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Program and Cost Benefits:

It is in the best interest of the County to continue to provide these services because they are needed to assist the department in promoting continuing education in the field of social work and to provide ongoing in-service training to DCFS' employees for performance enhancement that is critical in the care and well-being of children in the foster care system. The contracts will also enable the IUC to continue to provide training to MSW students who participate in the internship program for employment upon graduation and to DCFS employees to further enhance their knowledge and skills in performing their duties.

The County feels that it is cost effective to contract with the current public universities because they are required to provide a minimum in-kind match of 25% of the contract cost. This would maximize the County funds to assist the department in promoting continuing education in the field of social work and provide ongoing in-service training to DCFS' employees. Additionally, the County would save Federal, State, and County money that would have otherwise been used to pay staff salaries if renegotiating an annual contract is entered in at this time. There could potentially be a cost savings of approximately \$40,000 per year.

Should you have any questions or require additional information, please feel free to contact me at (213) 351-5685 or Rita Murgas-Lee, Assistant Manager, at (213) 351-5513.

Thank you for consideration of this matter. I look forward to hearing from you soon.

Sincerely,

Walter Chan, Manager Contracts Administration

Holter Channe

WC:RML:LS SM:sm

c: Fran Mueller, Chief, Financial Management and Contracts Branch

INTER-CONSORTIUM UNIVERSITY CONTRACTS COST ALLOCATION

A. CURRENT CONTRACTS:

	ANNUAL CONTRACT SUM							CIMUM CONTRACT SUM
UNIVERSITY		YEAR 1		YEAR 2		YEAR 3		TOTAL
CSULB	\$	1,758,000	\$	1,758,000	\$	1,758,000	\$	5,274,000
CSULA	\$	1,771,299	\$	1,771,299	\$	1,771,299	\$	5,313,897
UCLA	\$	2,582,000	\$	2,582,000	\$	2,582,000	\$	7,746,000
USC	\$	1,515,000	\$	1,515,000	\$	1,515,000	\$	4,545,000
CSUN	\$	340,764	\$	340,764	\$	340,764	\$	1,022,292
CSUDH			\$	340,764	\$	340,764	\$	681,528
TOTAL	\$	7,967,063	\$	8,307,827	\$	8,307,827	\$	24,582,717

B. PROPOSED CONTRACTS:

	ANNUAL CONTRACT SUM							IMUM CONTRACT SUM
UNIVERSITY	YEAR 1		YEAR 1 YEAR 2		YEAR 3			TOTAL
CSULB	\$	1,758,000	\$	1,758,000	\$	1,758,000	\$	5,274,000
CSULA	\$	2,582,000	\$	2,582,000	\$	2,582,000	\$	7,746,000
UCLA	\$	1,772,000	\$	1,772,000	\$	1,772,000	\$	5,316,000
USC	\$	1,515,000	\$	1,515,000	\$	1,515,000	\$	4,545,000
CSUN	\$	341,000	\$	341,000	\$	341,000	\$	1,023,000
CSUDH	\$	341,000	\$	341,000	\$	341,000	\$	1,023,000
TOTAL	\$	8,309,000	\$	8,309,000	\$	8,309,000	\$.	24,927,000